



City of Austin

Austin Transportation Department, Mobility Services Division
1111 Rio Grande St, Austin, TX 78701

[Reset Form](#)

DOCKLESS MOBILITY LICENSE APPLICATION

APPLICATION TYPE (check one): New Renewal Supplement (if adding units to a licensed system)

APPLICANT INFORMATION

The following information must be provided for the applicant, each officer, director, partner, and any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of this dockless mobility company. This information is to be provided on a separate page and attached to the application.

Applicant Name:

Brian Kyuhoon No

City: San Francisco	State: CA	ZIP Code: 94107
Phone: (720) 394-5532	E-mail: [REDACTED]	

PARENT COMPANY

Business Name:

Spin

Business Structure (describe):

Corporation

Address:

188 King St. #203

City: San Francisco	State: CA	ZIP Code: 94107
Contact Name: Derrick Ko		
Phone: (415) 519-9495	E-mail: [REDACTED]	

BUSINESS INFORMATION

Business Name/DBA: Skinny Labs Inc. (dba Spin)	Sales Tax Number: 811468176
Business Structure (circle one): <input checked="" type="radio"/> Corporation <input type="radio"/> Limited Liability Company <input type="radio"/> Partnership <input type="radio"/> Sole Proprietorship	
<input type="radio"/> Other (describe):	

Address:

188 King St. #203

City: San Francisco	State: CA	ZIP Code: 94107
Phone: (415) 519-9495	E-mail: [REDACTED]	

PAST PERFORMANCE

Have you held a permit issued by the City of Austin and/or any adjacent cities or counties that has been revoked? Yes No If you answered yes, attach additional sheets explaining why.

Has your company been fined or had property impounded by the City of Austin and/or any adjacent cities or counties? Yes No If you answered yes, attach additional sheets explaining why.

Does your company have any outstanding fees or fines owed to the City of Austin and/or any adjacent cities or counties? Yes No

If yes, in what jurisdiction(s)?

SERVICE AREA AND SIZE OF FLEET	
FLEET SIZE: <u>500</u> (write in total number of units) <input checked="" type="radio"/> Initial Fleet <input type="radio"/> Additional Units	
PLEASE INCLUDE THE FOLLOWING ITEMS WHEN SUBMITTING THIS APPLICATION:	
<ol style="list-style-type: none"> 1. Proof of insurance documentation that names the City of Austin as an additional insured. (See Terms and Conditions of License for requirements). 2. Images and description of unit and mobile application. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units and Section 6, Operations and Customer Service) 3. A sample of the unit to be used under this program for inspection by ATD. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units) 4. Description of pricing structure, rates, and method(s) of communication to the customer. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service) 5. A Unit Inventory List in an electronic spreadsheet listing the serial number of each unit. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part C) 6. As part of the applicant's Citywide Unit Placement Plan <ol style="list-style-type: none"> a. A Safety Response Plan detailing how safety and maintenance issues will be identified and addressed. (See Dockless Mobility Technology Rules Section 4, Safety) b. An ESRI ArcGIS shapefile specifying the geographic area of interest, if seeking supplemental units above the 500 units authorized under the initial license application. (See Dockless Mobility Technology Rules Section 3, Service Area and Size of Fleet, Part B(1)) c. A Marketing and Outreach Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part F) d. A Maintenance, Cleaning, Repair and Waste Management Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part G) 7. Access to a documented web-based application programming interface (API) capable of providing fleet information and anonymized data for each trip. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H) 8. All copies of the terms of service, including the privacy policy, the End User License Agreement (EULA) and all versions of this information available when accessing the service from a smart phone as well as the operator's website. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part D) 9. Copy of the Performance bond listing the City of Austin. (See Dockless Mobility Technology Rules Section 8, Insurance, Performance Bond and Fees, Part B) 10. Certificate of conformance to 16 CFR part 1512 for each import shipment of bicycles, and the equivalent for each shipment of scooters. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part I) 11. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles, and the equivalent for each model scooter. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H) 12. If operating electric-assist units, certification from a qualified independent testing laboratory that the make and model of electric bicycles and scooters used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part K) 	

Finish and Save Form

Additional Applicant Information

Applicant Name:

Luke Pettyjohn

City:

Dallas

State:

TX

ZIP Code:

75206

Phone:

(706) 589-4488

E-mail:

[REDACTED]

Applicant Name:

Aaron Marhue

City:

Austin

State:

TX

ZIP Code:

78704

Phone:

(239) 898-5226

E-mail:

[REDACTED]

Applicant Name:

Derrick Ko

City:

San Francisco

State:

CA

ZIP Code:

94107

Phone:

(415) 519-9495

E-mail:

[REDACTED]

Additional Information on Past Performance

After our two-week permitted demonstration pilot during SXSW in 2017, some of Spin's proof-of-concept bikes that could not be readily located and removed from the public right of way were impounded. Spin was not fined, and we quickly picked up our impounded bikes.

**1. PROOF OF INSURANCE
DOCUMENTATION THAT NAMES THE CITY
OF AUSTIN AS AN ADDITIONAL INSURED.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext) 646-854-1058 FAX (A/C, N6) E-MAIL ADDRESS: coi@foundershield.com	
INSURED		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: UNDERWRITERS AT LLOYD'S LONDON (CFC) 15792 INSURER B: GREAT AMERICAN E & S INS CO 37532 INSURER C: CM Vantage 37362 INSURER D: GENERAL STAR INDEMNITY CO 41297 INSURER E: SCOTTSDALE INSURANCE CO 3843522 INSURER F: CM Vantage	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	REVISION NUMBER:		
							LIMITS		
D	COMMERCIAL GENERAL LIABILITY				05/04/2018	05/04/2019	<input type="checkbox"/> EACH OCCURRENCE \$1,000,000.00	<input type="checkbox"/> DAMAGE TO RENTED PREMISES (\$a occurrence) \$500,000.00	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						<input type="checkbox"/> MED EXP (Any one person) \$20,000.00	<input type="checkbox"/> PERSONAL & ADV INJURY \$1,000,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						<input type="checkbox"/> GENERAL AGGREGATE \$2,000,000.00	<input type="checkbox"/> PRODUCTS - COMP/OP AGG \$2,000,000.00	<input type="checkbox"/> \$
D	AUTOMOBILE LIABILITY				05/03/2018	05/03/2019	<input type="checkbox"/> COMBINED SINGLE LIMIT (\$a accident) \$1,000,000.00	<input type="checkbox"/> BODILY INJURY (Per person)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						<input type="checkbox"/> BODILY INJURY (Per accident)	<input type="checkbox"/> PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0.00						<input type="checkbox"/> EACH OCCURRENCE \$5,000,000.00	<input type="checkbox"/> AGGREGATE \$5,000,000.00	<input type="checkbox"/> \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	<input type="checkbox"/> E.L. EACH ACCIDENT	
								<input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE	<input type="checkbox"/> E.L. DISEASE - POLICY LIMIT
E D F	Cyber Liability, Errors & Omissions, Media Liability Directors & Officers Umbrella			<input type="checkbox"/> T	10/20/2017 05/04/2018 05/02/2018	10/20/2018 05/04/2019 05/04/2019	\$ 2,000,000 per occ \$ 1,000,000 per occ \$ 3,000,000	\$ 2,000,000 in agg \$ 1,000,000 in agg \$ 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured with Waiver of Subrogation applied on the above referenced policy when required by written contract. The Certificate Holder is listed as a recipient of 30 day notice of cancellation.

CERTIFICATE HOLDER

**City of Austin, ATTN: Mobility Services
P.O. Box 1088
Austin, Texas 78767**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

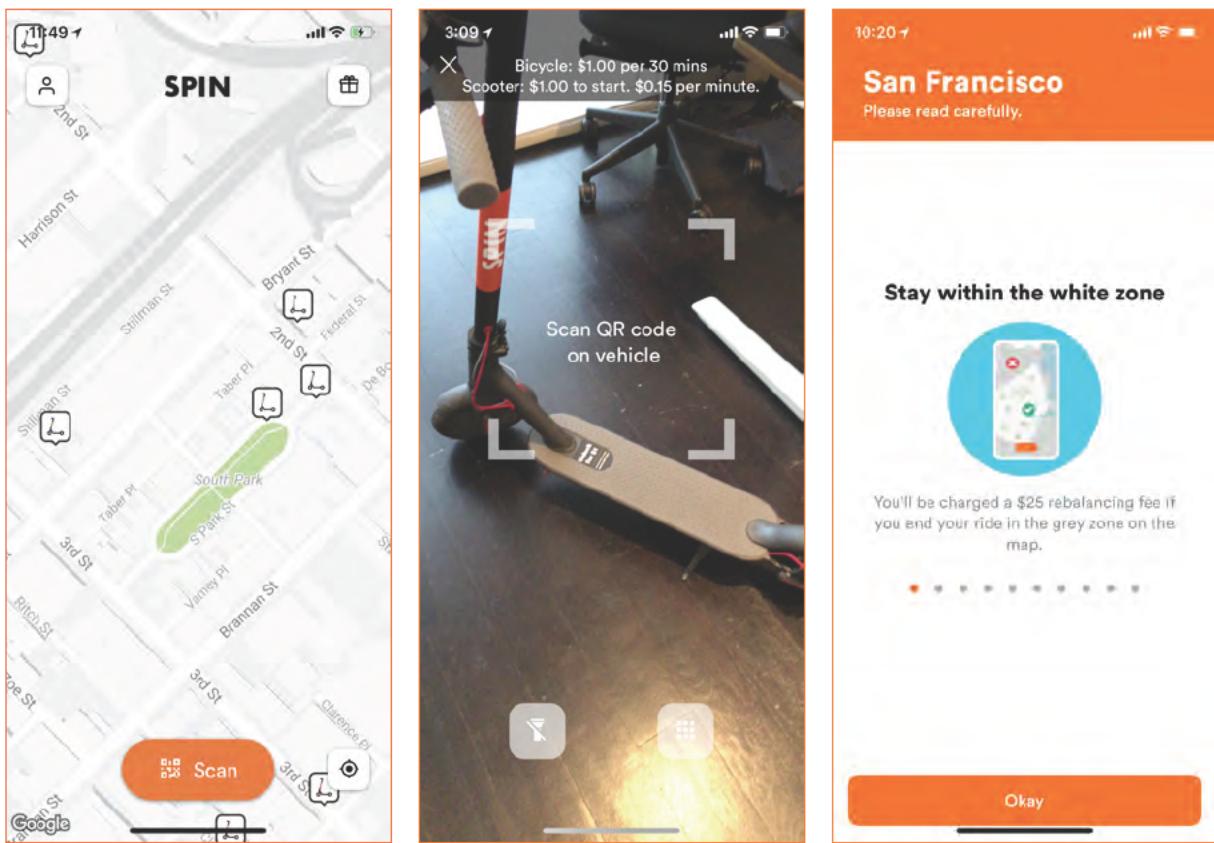
2. IMAGES AND DESCRIPTION OF UNIT AND MOBILE APPLICATION.

SCOOTER



- Maximum speed of 15 MPH
- Up to 19-mile range
- 250W motor
- Built-in GPS
- Total weight of 27 pounds
- 8.5-inch diameter wheels
- ANSI/CAN/UL 2272-certified
- Aircraft-grade aluminum frame construction
- Front-tire lock when parked
- Front, rear brakes (disc and anti-lock systems)
- Powerful white front headlight
- Rear red light that flashes when braking
- Bell

MOBILE APPLICATION



Home Screen:

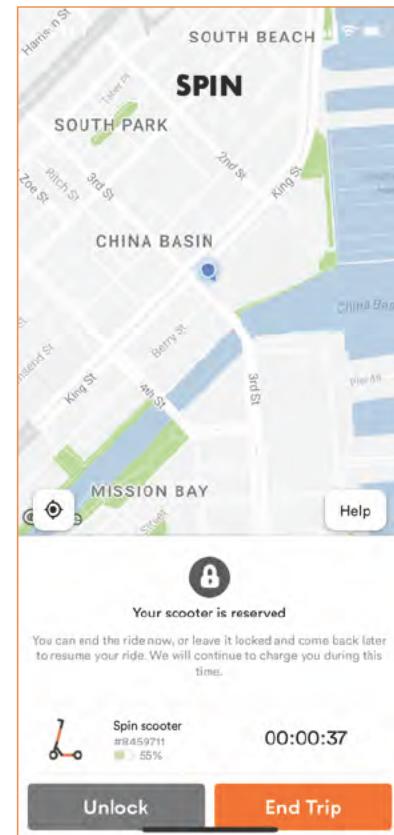
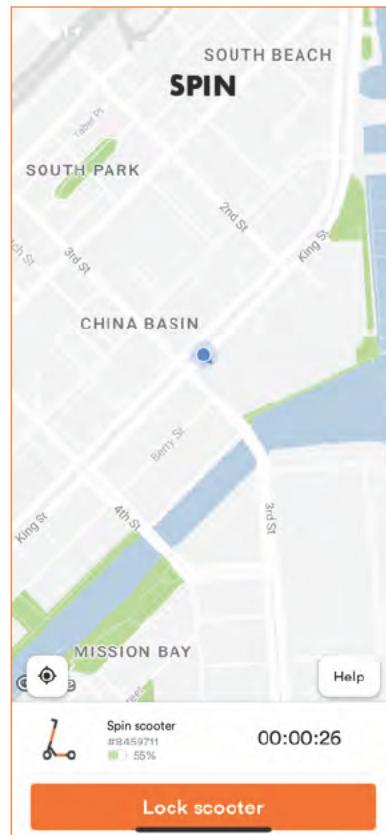
Opening the app shows the Home Screen, where users can see scooter locations based on built-in GPS.

Unlock Screen:

Pressing “Scan” on the Home Screen opens the camera to scan the QR code. Users also have the option of entering the scooter’s seven-digit ID number by pressing keypad icon in the lower right-hand corner and turning on the phone’s flashlight by pressing the light icon.

Informational Pop-Ups:

Users receive informational pop-ups that must be affirmatively dismissed before they can proceed. The informational pop-ups can be tailored to explain how to lock and park the Spin scooter, according to local rules and regulations. (See below for additional details of Spin’s informational pop-ups for Austin.)



Unlock Screen:

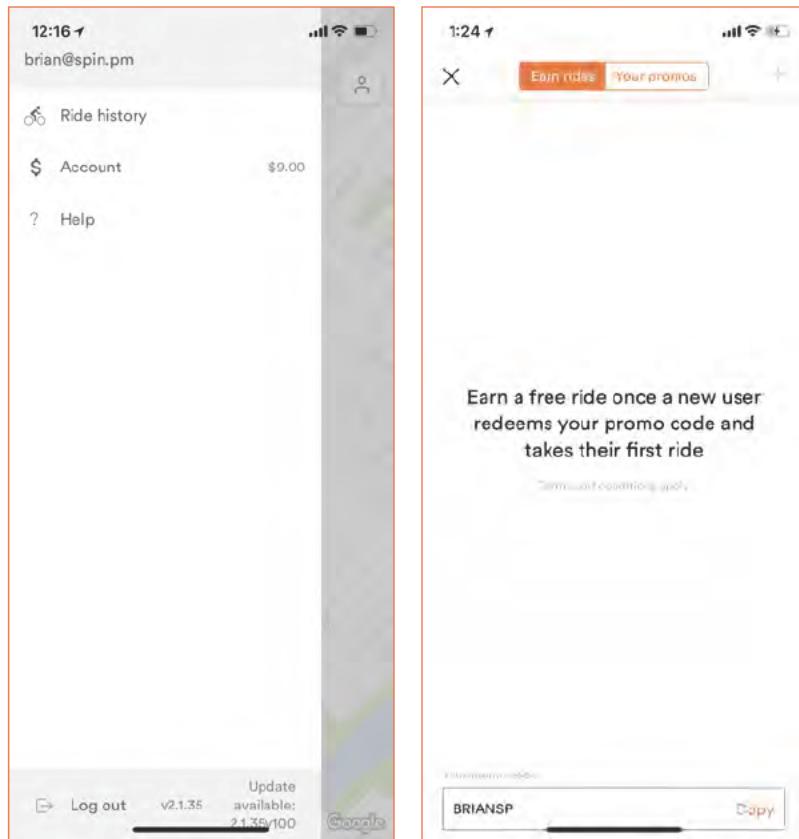
Once the QR is scanned, the scooter automatically unlocks, turning on the front light and emitting a “beep.” In addition, users are asked to rate whether the scooter was found to be parked responsibly.

Trip Screen:

Once the scooter is unlocked, the Trip Screen shows the rental duration of the trip. Once the trip is completed, users press the “Lock scooter” button.

Lock Screen:

Once the “Lock scooter” button is pressed, the user has the option of holding the scooter (for quick stops at the convenience store, as an example). The user is completely done with the trip, the user simply presses the “End Trip” button.



Account Screen:

The account screen allows users to access their ride history and account information and balance. Users can also get answers to FAQs and contact customer support through the "Help" section.

Promo Screen:

The promo screen allows users to earn ride credits for referring new users, and it also allows users to see their redeemed promos.

INFORMATIONAL POP-UPS

<p>Austin Please read carefully.</p> <p>Riding in the city</p>  <p>Do not ride on the sidewalks. Use bike lanes when available.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Wear a helmet</p>  <p>Protect yourself while riding.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Riding the scooter</p>  <p>Step on the scooter with one foot, kick off with the other foot on the ground.</p> <p>Okay</p>
<p>Austin Please read carefully.</p> <p>Using the throttle</p>  <p>Once you kick off and you get some speed, push throttle down to accelerate.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Feet placement</p>  <p>Place both feet on the scooter while moving.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Parking the scooter</p>  <p>Park at a bike rack. Or, park on wide sidewalks close to the curb, leaving at least 3 feet for pedestrians.</p> <p>Okay</p>

<p>Austin Please read carefully.</p> <p>Parking the scooter</p>  <p>DO NOT park at bus stops and benches.</p> <p>DO NOT park at loading zones, landscaped areas, private property, driveways and curb ramps.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Ending your ride</p>  <p>Swipe right in the app to end your ride.</p> <p>Okay</p>	<p>Austin Please read carefully.</p> <p>Stay within Downtown area</p>  <p>If you end your ride in the grey zones, you may be charged a \$25 rebalancing fee.</p> <p>Okay</p>
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Austin
Please read carefully.

Dockless Mobility Code of Ethics

Pedestrians First
People operating bicycles and scooters shall yield to pedestrians on sidewalks.

Parking Responsibly
Units shall be parked in a secure upright position only in designated areas.

Stay on Right of Way
Users should not take units to areas where they are not authorized to operate, such as private property, parkland, state-owned land or other unauthorized areas.

Know What You're Sharing
Users have access to dockless mobility services without having to share Personally Identifiable Information and have the opportunity to Opt-In to sharing this information only after getting clear information about what type of information will be shared.

Right and Report
If you see a unit toppled over or parked improperly, help out by righting the unit and reporting the issue via 311.

Okay

3. A SAMPLE OF THE UNIT TO BE USED UNDER THIS PROGRAM FOR INSPECTION BY ATD.

[To be brought in person by Spin employee upon application submission.]

4. DESCRIPTION OF PRICING STRUCTURE, RATES, AND METHOD(S) OF COMMUNICATION TO THE CUSTOMER.

PRICING STRUCTURE

Spin is committed to providing a sustainable mobility option to Austin with a pricing structure that is affordable and transparent.

To ride a Spin scooter, users currently load their Spin account “wallet” with funds, with the cost of each ride debited from the “wallet.” Should the cost of a ride exceed the remaining balance in the user’s wallet, the user is simply charged for the difference. Users are also able to input promo codes for free ride credits.

Spin accepts any major credit or debit card for in-app payments. In addition, Spin’s iOS app accepts Apple Pay.

Spin is currently exploring membership options for scooter users, similar to our Spin Unlimited plans for our bikeshare systems.

RATES

- \$1 to start + \$0.15 per minute.
- The pricing is displayed in the app.
- For university and corporate partners, Spin typically provides discounted rates for their community members.
- Spin is pleased to offer discounted rates for low-income users (see Section 6C for details).

METHOD(S) OF COMMUNICATION TO CUSTOMER

Spin provides, and utilizes, various avenues to communicate with users.

IN-APP COMMUNICATION METHODS

To communicate educational informational and important safety messages, Spin believes the most effective methods are through Spin's app:

- Informational pop-ups – Users receive informational pop-ups in Spin's app that must be affirmatively dismissed in order to proceed. The pop-ups are shown based on geographic location and are customized to a city's specific rules and needs. Cities can further request that these informational pop-ups be displayed each time the Spin app is opened in a certain geographic area.
- In-app push notifications – Spin also uses in-app push notifications -- which can also be customized by geographic area -- to alert riders when they are outside a permitted area, to remind users to lock the scooter after their trip, to notify users about geographic-specific parking rules, etc.
- Emails – Spin sends emails and/or conducts email campaigns to users that remind users of important rules, notify them of promotions, solicit feedback, etc.

ON-UNIT COMMUNICATION METHODS

Spin also communicates important information on the scooters themselves, affixing stickers that remind users of, for example, riding and parking rules, as well as contact information to report any issues.

OTHER COMMUNICATION METHODS

Besides in-app and on-unit communication methods, Spin provides easy access to safety rules, parking rules, answers to FAQs, and other important information in Spin's Help Center, which can be accessed via Spin's website and Spin's app. The Help Center can be accessed directly at <https://help.spin.pm>. Spin also communicates to our users via social media.

CUSTOMER SUPPORT

Spin takes pride in providing the best customer support in the industry, including having a dedicated and responsive in-house customer support team. Spin provides a variety of easy ways for users and the public to contact us – whether to report a maintenance issue, ask questions, or request relocation – via:

- our app (“Help” button),
- website (www.spin.pm) by clicking on the “Support” icon in the lower right-hand corner,
- email (support@spin.pm),
- phone (1-888-249-9698), and
- social media (Twitter and Facebook).

**5. A UNIT INVENTORY LIST IN AN
ELECTRONIC SPREADSHEET LISTING THE
SERIAL NUMBER OF EACH UNIT.**

[See separate Attachment A]

6. CITYWIDE UNIT PLACEMENT PLAN

FLEET

Spin currently plans to deploy a fleet of up to 500 scooters in the City of Austin public right of way. As is our standard operating procedure, Spin generally increases a market's fleet size slowly and in phases, depending on usage and demand.

SERVICE AREA

While the bulk of Spin's fleet is expected to be deployed and used in the Downtown Austin Project Coordination Zone (DAPCZ), we also expect our scooters to be regularly ridden to areas outside the DAPCZ. Should demand and usage indicate the need to expand our fleet size and focus service area, Spin will comply with the City's requirements to do so.

As is typical across all of Spin's markets, we will monitor ridership to identify high-usage areas in Austin as a way to guide our deployments. In addition, Spin may also choose to encourage users to use Spin scooters within a "geofenced" area, in order to promote efficient operations and daily pick-up/deployment of scooters.

OPERATIONS

Spin's local operations team is tasked with ensuring the safety, accessibility, and responsible placement of Spin scooters. The local operations team, hired locally, is based out of a local warehouse, and they perform two primary functions:

- **MAINTENANCE**
 - Every scooter is inspected for safety before deployment, with a recorded history of inspections and repairs.
 - All repairs and staff training are done by professional, experienced mechanics.
 - Tune ups can be performed on the spot by the local operations team, who are equipped with the necessary tools.
 - Repairs are performed at the warehouse by mechanics.

- All scooters are inspected, at a minimum, for cleanliness, damage, and safe and reliable operation.
- **FLEET MANAGEMENT**
 - Deploy scooters in accordance with local parking rules.
 - Visually survey streets and sidewalks and reposition any obstructing scooter.
 - Respond to and retrieve scooters that have been marked for repair, relocation, or cleaning.
 - Rebalance/redistribute scooters based on usage patterns and based on any City request or requirements.

Spin distributes scooters to predetermined locations each morning across our service area. These locations are primarily determined by user demand. In locations with higher demand, Spin typically places scooters in clusters of two or three, instead of deploying a large number of scooters in one single location.

Spin and Spin-affiliated workers are educated about proper deployment locations, such as public sidewalks, plazas, and other public spaces in front of predetermined locations, and they are also instructed not to obstruct pedestrian traffic and minimize the footprint of our scooters.

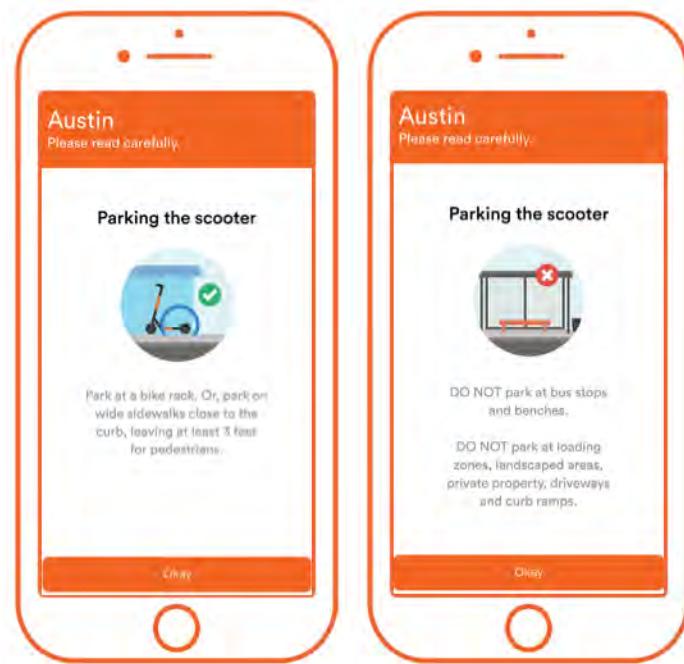
While we hope our scooters will be used by all, some priority groups for us are commuters using public transit to assist with “last-mile” transportation and residents who simply seek another mobility option for commuting and everyday life. As such, initial deployment locations of interest include areas adjacent to public transit centers, parking lots, places of business, and places of interest. To that end, we plan to continue working with entities such as Capital Metro private property owners/managers to determine potential deployment locations.

Each evening, Spin and Spin-affiliated workers endeavor to retrieve nearly all scooters in Spin’s fleet parked in the public right of way for charging, inspection, and the general safety of pedestrians. Before the retrieval process begins, Spin disables all scooters in our fleet in the evening so that they cannot be rented. Any scooter that cannot be retrieved overnight (i.e. bad weather, faulty GPS) will be searched for during the course of the next day. If a retrieved scooter is in need of maintenance or repairs, it will be taken to our central operations location for further diagnostics and repair.

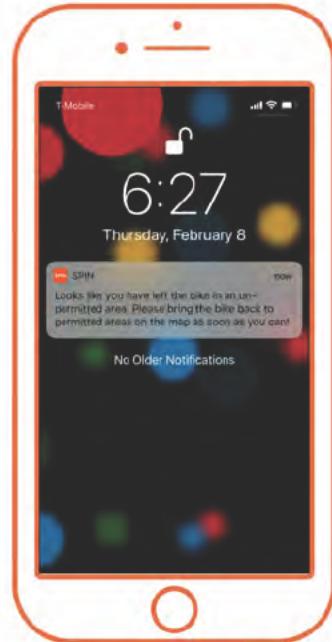
PARKING

Spin employs a variety of technological and operational features to encourage proper parking and compliance and to monitor and rectify reports of non-compliance. Such methods include:

- **INFORMATIONAL POP-UPS** – Users receive informational pop-ups in Spin's app that must be affirmatively dismissed in order to proceed. The pop-ups are shown based on geographic location and are customized to a city's specific rules and needs. Cities can further request that these informational pop-ups be displayed each time the Spin app is opened in a certain geographic area.



- **IN-APP PUSH NOTIFICATIONS** – Spin uses in-app push notifications -- which can also be customized by geographic area -- to alert riders when they are outside a permitted area, to remind users to lock the scooter after their trip, to notify users about geographic-specific parking rules, etc.



- **EMAILS** – Spin regularly sends emails and/or conducts email campaigns to users that remind users of the parking rules. For example, Spin sends “welcome” emails to new users, emails with promotional codes, etc. that often incorporate a reminder of the relevant parking rules. For existing users, Spin sometimes sends periodic or targeted email reminders of the parking rules, based on user compliance and the City’s wishes.

On Feb 22, 2018, 11:13 AM -0800, Spin <hello@spin.pm>, wrote:

SPIN

Hey there,

It looks like you have left the bike #[9812007](#) in an un-permitted area.

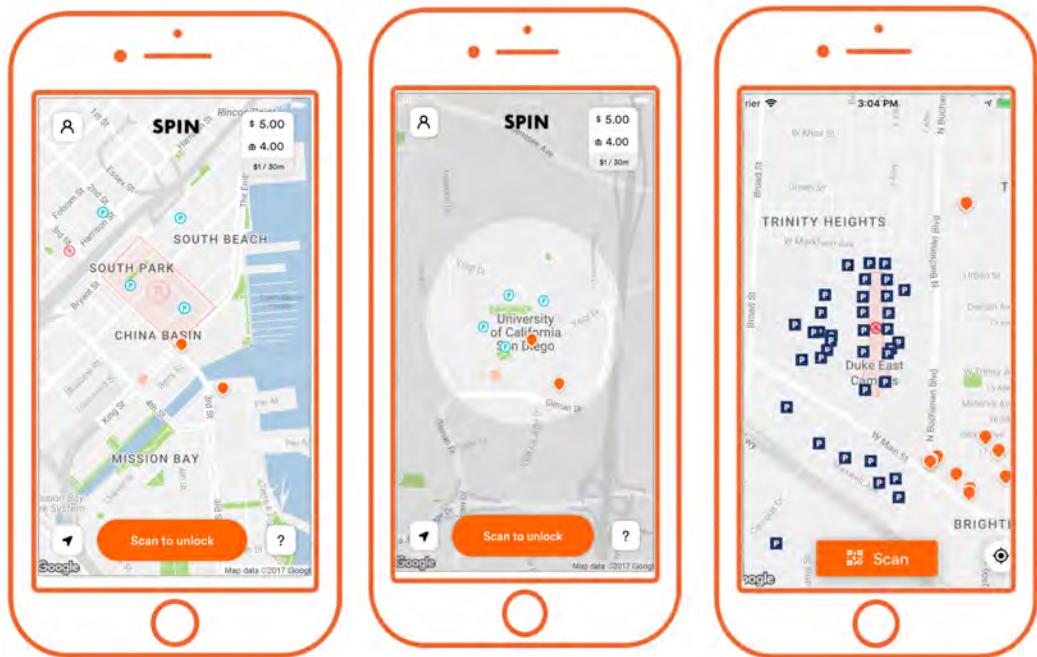
Please bring the bike back to permitted areas on the map as soon as you can!

Thanks,

The Spin Team



- **GEOFENCING** – In order to encourage compliance with parking rules, Spin may add icons in the in-app displaying suggested parking locations. Additionally, cities can design customized geo-fenced areas where scooter parking may be restricted. Should a scooter enter a prohibited area and does not move for a certain period of time, our local operations team is automatically notified so that they may respond.



- **RATING TOOL** – When riders unlock a scooter for a ride, they are asked by the app to rate the parking job by the previous rider to create social awareness around the need to park properly. Using a thumbs-up or thumbs-down vote, previous riders can be rated, with possible warnings and restrictions assigned to habitually bad parkers.



- **PARKING SIGNS AND ZONES** – Some of Spin's cities or private-property partners ask us to design parking signs in certain, high-traffic locations, as well as "parking zones" (painting off areas on the ground) to encourage corralling of Spin scooters. We would be happy to help implement parking signs and zones, should the city be interested.



6A. A SAFETY RESPONSE PLAN DETAILING HOW SAFETY AND MAINTENANCE ISSUES WILL BE IDENTIFIED AND ADDRESSED.

Spin takes safety seriously and ensures it is always a priority across our operations. We have three primary methods of identifying scooters with potential safety or maintenance issues:

- User- or public-reported: Users and members of the public can easily contact us to report any potential maintenance or safety issues they encounter or observe with our scooters.
- Spin's operations team: Our local operations team, as part of its regular responsibilities, inspect scooters to spot for any in need of potential maintenance.
- Spin's charger network: Our chargers are trained and given the software tools to easily report any scooters that may be in need of repair.

Regardless of the source of the report, all potential safety and maintenance issues are funneled through our in-house customer support team, where tickets are created and assigned to a Spin employee for attention. For any potentially safety-related issue that is reported, Spin's customer support team immediately disables the scooter remotely to prevent users from unlocking it until the scooter has been inspected, picked up, and repaired by Spin's operations team.

Relocation requests – such as improperly parked scooter – are also handled similarly, in which tickets are created and assigned to a designated Spin employee. As is required by the City, Spin's operations team will respond to such relocation requests within the specified timeframe upon receiving notice. For any urgent requests – such as from the City – we respond as soon as possible.

In the case of severe or inclement weather or an urgent/emergency issue, Spin is able to remotely disable the entire fleet of scooters, and we hope to work closely with the City on when to implement these measures.

6C. A MARKETING AND OUTREACH PLAN

We believe that the best form of marketing Spin is executing our operations at the highest level possible. This means having a dependable fleet; quick turnaround times for support requests; and strong relationships with the local community. These are things that we strive for in every new market and are always working to improve.

When our day-to-day operations are running at a high level, we are able to generate a tremendous amount of awareness and ridership through word of mouth, in addition to the inherent visibility of our orange scooters. By giving our users the best experience possible and accommodating the surrounding community to the best of our ability, we create positive conversation around Spin that leads to more ridership.

In addition to executing our operations at a high level, we also employ traditional marketing tactics to generate buzz and awareness in the local community. Our primary goals with these marketing tactics are to educate people about our form of free-floating mobility and to bring new users onto the service. We may use all or only a few of the below strategies – with the exact mix and spend depending on community needs, public reaction to the service, and ridership.

STRATEGIES

- Local Media Placement: Reach out to local reporters and pitch stories about Spin and our new form of dockless mobility. The primary goal here is to educate the public as to what this new service is, how it works, and how to ride.
- Launch Day Events: Setting up tables and booths around town to bring users onto the service and generate ridership. These will be staffed by persons whose primary goal will be to educate passersby about Spin and encourage them to sign up for the service.
- Digital Advertising: Running ads across a multitude of digital channels, all with the purpose of driving downloads to the Spin app. We will use a mix of social media and other channels to get in front of potential users and convert them into riders.
- OOH Advertising: Using traditional out-of-home advertising to generate awareness and ridership in the community, such as bus stop posters, flyer placement, and, of course, the visibility of the scooters themselves.

- Business Partnerships: Partnering with local businesses to generate buzz around our service and activity for both Spin and the business. This could be anything from offering discounted pricing to customers who show up on a Spin scooter to organized rides stopping at businesses along a set route.
- City Government and Stakeholder Partnerships: Spin proudly works with government and other community stakeholders to raise awareness of our free-floating system, including garnering press and participating in a myriad of activities, such as exhibitions, mobility showcases, and even holiday events.

In any market, Spin endeavors to work with local bike shops and mechanics. Our team proactively reaches out to local businesses to gauge their interest in such partnerships, such as contracting certain maintenance and operations work.

Furthermore, loves to hold special events and participate in any and all community events. Some recent examples of events we have hosted or participated in include a bikeshare crawl to promote local businesses, taking part in an annual city holiday parade, and having a booth at mobility fairs and bike-lane openings. In short, we welcome any invitations or requests from the community, and we always try our best to participate and be a good neighbor.

In addition, Spin is proud to offer Spin Local and Spin for Business. Spin Local supports local businesses by driving sustainable traffic to their brick-and-mortar stores. For our Spin Local partners, we provide a QR code that can be scanned in the store by Spin riders to receive a refund on their ride, and we typically ask our partners to assess some sort of discount as well.

Spin for Business is ideal for employers and organizations with multimodal commuters or that wish to encourage multimodal trips for employees and visitors. Our Spin for Business partners are guaranteed a certain number of Spin scooters at their location on a regular basis. Spin for Business can be tailored to meet the needs of our partners - such as allowing for employer-subsidized rides or providing an introductory promotional rate for employees. Besides our Spin Local and Spin for Business programs, we are always all ears for new, exciting promotion and partnership opportunities with the community.

UNDERSERVED/LOW-INCOME COMMUNITIES

Spin takes its responsibility seriously to provide affordable, accessible means of mobility, and we are proud to be the leader in the dockless industry in providing low-income and un-banked users access to our mobility modes through our Spin Access program.

Spin believes our dockless mobility system is uniquely positioned to better address transportation equity in a way that other shared mobility modes have struggled to achieve. As such, we are committed to working with the City of Austin to implement equity programming, just as we have done in several of our partner cities.

For Spin, successful equity programming will rely on several things: making scooters available in under-served neighborhoods; providing for discounted rates for low-income and un-banked users; and, perhaps most importantly, encouragement and community outreach to demonstrate to residents the advantages of electric scooters by focusing on affordability and convenience.

Spin is proud to offer Spin Access, which provides low-income users and users without credit or debit cards the ability to take a Spin scooter. To qualify for the Spin Access program, you must be an Austin resident, not be a full-time student, and have an annual household income for a family of one (1) at or below 200% of the federal poverty limit of \$24,120. Verification of income is required. See below for additional details on the Spin Access program and for a link to our eligibility form.

Our automatic system is simple and easy to use: After being approved for Spin Access, users pay for a certain number of ride credits in cash at a discounted rate at select locations and/or simply use the app normally and be charged the discounted rate. We are pleased to note that Spin is currently the only dockless mobility company that has implemented such an automated system in multiple markets.

Spin will also work with community organizations to supplement our equity programming, such as social rides, participation at Open Streets events, organizing classes, and hiring mobility ambassadors. To achieve and implement the various equity programming efforts, Spin also seeks to collaborate with local stakeholders to receive grant funding through local, state, and national organizations.

SPIN ACCESS

To qualify for the Spin Access program, you must:

- Be an Austin resident
- Have an annual household income of \$25,000 or less
- Not be a full-time student

Membership Benefits

Spin Access participants get all the same benefits of our other users, including access to our entire fleet of dockless scooters around Austin. In addition, Spin Access participants will receive discounted rates throughout the City of Austin. Instead of being charged \$1 to unlock a scooter and \$0.15 for each minute, Spin Access participants will be able to unlock a scooter for \$1 and pay just \$0.07 per minute.

Learn More & Sign Up

To sign up for the Spin Access program, users are asked to fill out our online [eligibility form](#).

- Users or applicants with questions about the Spin Access program can contact us at 1 (888) 262-5189 or email us at support@spin.pm

6D. A MAINTENANCE, CLEANING, REPAIR AND WASTE MANAGEMENT PLAN

Spin relies on three primary sources to ensure a safe and well-maintained fleet. By having multiple sources of information, we are able to stay in constant touch with our fleet and be kept abreast of any issues that may arise. These three sources are (1) Spin's local operations team, (2) Spin's charger network, and (3) Spin's customers and the general public.

As part of their regular operations duties, Spin's local operations team looks out for scooters that are in potential need of maintenance, repair, or cleaning. Our chargers, meanwhile, are trained and given the software tools to easily report any scooters that may be in need of repair, maintenance, or inspection. As a general rule of thumb, any time a scooter is touched by a member of Spin's local operations team or a member of Spin's charger network, it is inspected and cleared for ridership before being deployed.

As previously detailed, upon receipt of any report of a potential safety-related issue, Spin's in-house customer support team remotely disables the scooter to prevent future usage. The scooter will then be tagged for retrieval by our local operations team so that it can be repaired.

Every Spin scooter is inspected for safety, with a recorded inspection history, at least once per month. Scooters are either picked up by our local operations team as a part of its daily responsibilities or are brought in by a member of our charger network. Additionally, through user and public communications, we may hear of scooters needing repair and will mobilize our local operations team to retrieve the scooter to inspect and to complete the necessary repairs.

Spin's local operations team are trained by professional mechanics and inspect the following:

- Handlebars
- Brakes
- Brake levers
- Grips
- Tires

- Bell
- Wheel lock
- Exposed wires
- Rear fender
- Wheels
- Rear red light
- Front white light

Scooters that are brought to the local warehouse for repairs are divided into groups based on the projected time required to complete the needed repairs. Once a scooter has been repaired and/or cleaned, the scooter will go through a quality assurance check before being processed for redeployment back into the field. If a scooter is deemed to be beyond repair or unsafe for ridership, then it will be recycled internally for all usable parts, and the remaining material will be taken to approved waste-disposal and/or recycling facility.

Spin's scooter markets individually do not – and are not expected to – generate enough battery waste to be categorized under the Universal Waste standards. Spin focuses on maintaining, reusing, and recycling as many components as possible and, based on our experience operating scooters thus far, produces little battery waste and would technically be classified as a Conditionally Exempt Small-Quantity Generator under Universal Waste regulations. Nevertheless, any battery waste generated by our scooters are lawfully and responsibly disposed at an approved waste-disposal and/or recycling facility.

7. ACCESS TO A DOCUMENTED WEB-BASED APPLICATION PROGRAMMING INTERFACE (API) CAPABLE OF PROVIDING FLEET INFORMATION AND ANONYMIZED DATA FOR EACH TRIP.

Once Spin has deployed and is operating, the City can access a documented web-based API, as required under the rules, at

https://web.spin.pm/api/data/austin?api_key=nMmN8uklnNXXjP1OrEPKc8gYjwNij7KZ.

8. ALL COPIES OF THE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY, THE END USER LICENSE AGREEMENT (EULA) AND ALL VERSIONS OF THIS INFORMATION AVAILABLE WHEN ACCESSING THE SERVICE FROM A SMART PHONE AS WELL AS THE OPERATOR'S WEBSITE.

TERMS OF USE

Last Updated: July 18, 2017

Welcome and thank you for your interest in Spin. The following Terms of Use, and any additional terms incorporated by reference herein (collectively, the "Terms"), govern your access and use of the services available through our web site located at <http://spin.pm> (the "Site"), any third party platforms and services approved by Spin (eg., Facebook, Google, etc.) ("Third Party Sites"), and our proprietary software application accessible via a mobile device (the "App") (the Site, the App, and any access through Third Party Sites are, collectively, the "Services"). The terms "we," "our" and "Spin" refer to Skinny Labs Inc. The terms "you" and "your" refer to the user (including users who have registered for an account) visiting the Site and/or using the Services.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY, AS THEY CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND SPIN. BY REGISTERING FOR, ACCESSING, AND/OR OTHERWISE USING THE SITE OR SERVICES IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY FUTURE MODIFICATIONS, AND ALL POLICIES OF THE SITE ARE INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE – AND ARE NOT AUTHORIZED TO USE – THE SERVICES. The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not intended for individuals under the age of 18. If you do not qualify for the services, please do not attempt to register for or use the services.

1. GENERAL

1.1. Consideration. You understand and agree that these Terms are entered into in consideration of your use of the Services and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1.2. Changes to these Terms. The Site, App, and other portions of the Services are owned and operated by Spin. Spin reserves the right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Site, App, or on or within the Service. Any revisions to the Terms are effective upon posting. The Terms will be

identified as of the most recent date of revision. You should visit this page regularly to ensure your continued acceptance of these Terms. Your continued use of the Services after any revision to these Terms constitutes your binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this Section 1.2, no revisions to these Terms will apply to any dispute between you and Spin that arose prior to the date of such revision.

1.3. Evolving Nature of Services. The Services are new and subject to change at any time. We are continually looking to improve the Services but if you are at any time dissatisfied with the Services, then your sole remedy is to discontinue use of the Services. However, we do want to hear from our users so do not hesitate to send us an email at hi@spin.pm to let us know what you think.

2. USE OF THE SERVICES

Spin may provide the Services through the App, Site, Third Party Sites, and any other media or channels now known or hereafter developed. The Services may require that you agree to additional terms and conditions in order to use the Services, including those contained in the Membership Agreement and those of Third Party Sites. Any terms and conditions required by Spin for use of any portion of the Services offered by Spin (but not those of any Third Party Site) will, unless otherwise expressly stated in such terms, supersede these Terms in the event of a conflict only as to the services with respect to which those terms relate. Such additional terms and conditions (but not those of any Third Party Site), are hereby incorporated into and made a part of these Terms by reference. You may also be subject to the terms of use of any Third Party Sites and you are solely responsible for your acceptance of and compliance with such terms. You should review the terms of use and privacy policies of Third Party Sites before using such Third Party Sites.

You are responsible for obtaining at your own expense all equipment and services needed to access the Services, including but not limited to a mobile device that is compatible with the App. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. We do not guarantee that our mobile Services can be accessed through all wireless devices or service plans or are available in all geographical locations.

3. CHILDREN

The Services are not intended for persons under 13.

By using the Services, you certify that you are at least 18 years of age. Or you certify that you are the Parent or Legal Guardian of the Member, who is 13 years of age or older and have read and agreed to the terms and conditions set forth on behalf of yourself and the Member, and you authorize the use of the Services by such minor Member.

If you are under the age of 13, you must not use or access the Services.

4. SERVICE SECURITY

4.1. Personal Security. Be smart when using the Services or any Third Party Sites. You should not disclose personal information to strangers that would enable them to locate you offline. This means you should not give out your name, address, place of employment, school, etc., while communicating with other users of the Services.

4.2. Service Security. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you, as well

as the termination of your privilege to use the Services, at Spin's sole discretion. Spin reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Services.

5. MATERIALS SUBMITTED TO THE SERVICES; LICENSE GRANT FROM YOU TO SPIN

5.1. User Content. This section governs any material that you upload or transmit to or through the Services including, without limitation, comments, messages, photographs, or any other form of copyrighted material (collectively, "User Content"). You are solely responsible for all User Content you submit to or through the Services. You agree, represent, and warrant that i) any User Content you upload or transmit to or through the Services is truthful, accurate, not misleading, and offered in good faith, ii) you have all rights, licenses, permissions, and authorizations necessary to upload or transmit the User Content to the Services and grant the rights to the User Content as set forth in these Terms, and iii) the Use of such User Content in a manner consistent with these Terms will not (a) infringe the rights of any third party, including copyright, trademark, patent and other intellectual property rights or other protected rights, such as the rights of privacy or publicity, or (b) require Spin or any Third Party Site on or through which the Services are made available to pay any fees of any kind to any third party. We have the right, but not the obligation, to monitor, review, access, and remove any or all of your User Content from the Services at our sole discretion.

5.2. License Grants. You retain ownership of any User Content you provide to the Services. Except as expressly provided in Spin's Privacy Policy at <http://spin.pm/privacy>, you hereby grant Spin an unrestricted, perpetual, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, make available, publicly perform (including by means of digital audio transmissions) on a through-to-the-audience basis, create derivative works from, and otherwise use and exploit (collectively, "Use") all User Content you upload to or through the Services in any media or technology now existing or developed in the future; to advertise, market, and promote your User Content, Spin, and the Services, with your name, image, voice, likeness, and/or any photographs or artwork made available by or on your behalf through the Services; and to sublicense any User Content, in each of the foregoing instances, in Spin's sole discretion.

5.3. Reporting of User Content. If you locate any User Content on or through the Services that you find offensive or objectionable, or if you believe any User Content is infringing of your intellectual property rights, please report such User Content to Spin by sending an email to hi@spin.pm. Spin reserves the sole right, but not obligation, to remove any message that it deems inappropriate in its sole discretion and without any liability to you.

6. REGISTRATION

6.1. Log In Credentials. In order to use some of the Services you will have to register for an account on the Services or log in using your Facebook credentials and agree to additional terms and conditions included in the Membership Agreement. When registering you may be required to provide Spin with certain personal information, which may include your name, birth date, email address, and, in some cases, payment information. This information will be held and used in accordance with Spin's Privacy Policy. You are responsible for maintaining the confidentiality of your log-in credentials in order to use the Services, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify Spin immediately of any unauthorized use of your log-in credentials or any other breach of security with respect to your account. Spin will not be liable for any loss or damage arising from unauthorized use of your

credentials prior to you notifying Spin of such unauthorized use or loss of your credentials. You understand that on certain Spin websites or Third Party Sites your user name and profile picture may be publicly available and that search engines may index your name and profile photo.

6.2. Accuracy of Information. You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by Spin. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an email address provided by you are returned as undeliverable, Spin reserves the right to terminate your account immediately with or without notice to you and without any liability to you or any third party.

6.3. Invitation Service. Spin may offer an invitation service to tell a friend about the Services. If you choose to use our invitation service, we may ask you for information needed to send the invitation, such as your friend's email address. We may also offer you the opportunity to invite your friend via third party services such as Facebook or Twitter. We will automatically send your friend an email inviting him or her to try the Service. By providing email addresses of non-Users, you represent that you have the right to do so and that such information may also be provided to the third party service that you have designated to contact the non-User. We store and use this information to send this invitation, to register a friend if your invitation is accepted, and to track the success of our invitation service. Your friend may contact us at hi@spin.pm to request that we remove this information from our database.

7. OTHER PROHIBITED ACTIVITIES

7.1. In using the Services, you agree not to:

- a) Upload or otherwise transmit to or through the Services any information that is unlawful, harmful, harassing, defamatory, libelous, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind or information that contains a link to such objectionable material;
- b) Attempt to, or harass, abuse, or harm or advocate or incite harassment, abuse or harm of another person or group, including Spin employees;
- c) Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise);
- d) Create a false identify or impersonate another person or entity in any way;
- e) Solicit or attempt to solicit personal information from other users of the Services;
- f) Restrict, discourage or inhibit any person from using the Services, disclose personal information about a third person on the Services or obtained from the Services without the consent of such person or collect information about users of the Services;
- g) Use the Service, without Spin's express written consent, for any commercial purpose, including, communicating or facilitating any commercial advertisement or solicitation;
- h) Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Services or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the authorized features of the Services, or by law, or otherwise attempt to use or access any portion of the Services other than as intended by Spin;
- i) Gain unauthorized access to the Services, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services;
- j) Reproduce, distribute, publicly display, publicly perform, sell, trade, resell or exploit any portion of the Services, use of the Services, access to the Services or content obtained through the Services, for any purpose other than expressly permitted by these Terms, including, by way of example and not limitation, by doing or engaging in any of the following without Spin's express written consent:

- i. framing, embedding and/or passing off User Content obtained from the Services in such a manner as to present them as originating from a source other than the Services;
- ii. copying, caching or reformatting any User Content for commercial purposes in any manner whatsoever, whether by copying to physical or electronic media for purposes of buffering delivery or converting transmissions from the Service to alternative delivery formats;
- iii. altering, defacing, mutilating or otherwise bypassing any approved software through which the Services are made available; and
- iv. using any trademarks, service marks, design marks, logos, photographs or other content belonging to Spin or obtained from the Services.

- k) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or communications equipment and computers connected to the Services;
- l) Remove, disable, damage, circumvent or otherwise interfere with any security-related features of the Services, features that prevent or restrict the use or copying of any part of the Services or any content on the Services, or features that enforce limitations on the use of the Services or any content on the Services;
- m) Use any scraper, spider, cheats, exploits, robots or other automated means of any kind to access, modify or interfere with the Services, or harvest or manipulate data, except and solely to the extent permitted by these Terms and the features of the Services, deep-link to any feature or content on the Services, bypass any robot exclusion headers or other measures we may use to prevent or restrict access to the Services;
- n) Interfere with or disrupt the Services, networks or servers connected to the Services or violate the regulations, policies or procedures of such networks or servers;
- o) Violate any applicable federal, state or local laws or regulations or these Terms; or
- p) Assist or permit any persons in engaging in any of the activities described above.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Generally. The content made available on or through the Services, including without limitation, any text, software, graphics, photos, sounds, music, videos and interactive features, but excluding User Content, may be protected by copyright or other intellectual property rights and owned by Spin or third party licensors of Spin. No material made available on or through the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner. Modification of materials obtained from the Services, including, but not limited to, User Content, for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of Spin or its licensors, unless you have obtained express written authorization to the contrary. All design rights, databases and compilations and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Spin.

8.2. Trademarks. All trademarks, service marks, logos and trade names on the Services, whether registered or unregistered, are proprietary to Spin or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

8.3. No Implied Rights. There are no implied licenses granted in these Terms.

8.4. Feedback. You agree that Spin shall acquire, and you hereby grant and otherwise transfer to Spin, any and all right, title, and interest in and to any actual or suggested modifications, design changes, improvements, and other information regarding the features and performance of the Services you offer (“Feedback”) to Spin, without the payment of additional consideration.

9. LINKS TO THIRD PARTY SITES

As you use the Services you may notice links to Third Party Sites. These links are for convenience only. If you use these links, you will leave the Services. Certain of these Third Party Sites may make use of Spin's proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from Spin. Spin is not responsible for the availability or content of these Third Party Sites or for any viruses or other damaging elements encountered in linking to a Third Party Site, whether or not Spin is affiliated with the owners of such Third Party Sites. In addition, the provisioning of these links to Third Party Sites is not an endorsement or approval by Spin of the organizations sponsoring such Third Party Sites or their products or services. These Terms do not apply to Third Party Sites, and you should review applicable terms and policies, including any relevant privacy policies, associated with any Third Party Sites, applications, software or services.

YOU AGREE THAT SPIN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS YOU MAY HAVE ON OR THROUGH A THIRD PARTY SITE OR AS THE RESULT OF THE PRESENCE OF ANY THIRD PARTY ADVERTISING ON THE SERVICES.

10. INDEMNITY

You agree to indemnify, defend, and hold harmless Spin and its parent, subsidiaries, affiliates, investors, sublicensees or any related companies, licensors and suppliers, and their respective directors, officers, employees, agents, representatives, contractors, and assigns, from all damages, injuries, liabilities, costs, fees and expenses (including, but not limited to, attorneys' fees and court costs) arising from or in any way related to: (1) your use or misuse of the Services; (2) your User Content, including Spin's or any user's Use of your User Content consistent with these Terms; (3) your breach or other violation of these Terms, including any representations, warranties and covenants herein; or (4) your violation of the rights of any other person or entity, including, but not limited to, claims that any User Content infringes or violates any third-party intellectual property rights or other proprietary rights. Notwithstanding the foregoing, Spin reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Spin if Spin, in its reasonable discretion, concludes that you are not adequately protecting Spin's interests or are incapable of protecting Spin's interests, and you agree to cooperate with Spin's defense of these claims. You agree not to settle any matter without the prior written consent from Spin. Spin will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. DISCLAIMERS

THE SERVICES, USER CONTENT, AND ANY THIRD PARTY CONTENT, SOFTWARE OR APPS MADE AVAILABLE ON OR THROUGH OR IN RELATION TO THE SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SPIN AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Spin, AN EMPLOYEE OR REPRESENTATIVE OF SPIN OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SPIN AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF, OR

ANY PRODUCTS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICES OR ANY ASSOCIATED SITES OR APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICES) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL SPIN OR ITS OFFICERS, DIRECTORS, LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (1) THE USE OR ACCESS OF OR INABILITY TO USE OR ACCESS THE SERVICES; (2) ANY PRODUCTS ADVERTISED, PROMOTED OR DISPLAYED ON THE SERVICES; AND (3) CONTENT MADE AVAILABLE THROUGH THE SERVICES, IN EACH INSTANCE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY, EVEN IF SPIN OR ITS LICENSORS OR SUPPLIERS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SPIN OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU THAT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF FEES YOU HAVE PAID SPIN IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

13. LIMITATIONS; BASIS OF THE BARGAIN

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SPIN, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SPIN, SPIN'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT SPIN WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS.

14. TERM & TERMINATION

14.1. Term. These Terms, as amended, will be effective commencing with your first use, pre-registration or registration of the Services and will remain in full force and effect throughout your use of the Services.

14.2. Termination by Spin. Spin may terminate your use of the Services or any of our features or services at any time and for any reason, with or without notice, for conduct violating these Terms or upon Spin's sole determination. You hereby agree to Spin's broad right of termination. You agree that if your use of the Services is terminated pursuant to these Terms, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor.

14.3. Termination by You. You are free to terminate your use of the Services at any time. You can simply choose to stop visiting or using any aspect of the Services. If you wish to terminate your account on the Services, you may do so by sending an email to hi@spin.pm or using any other account termination functionality that may be offered through the Services.

15. PRIVACY

Use of the Services is governed by Spin's Privacy Policy at <http://spin.pm/privacy>, which policy is hereby incorporated into these Terms by reference.

16. JURISDICTIONAL ISSUES

The Site and the Services are controlled and operated by Spin from its offices within the State of California. Spin makes no representation that materials on the Services are appropriate or available for use in other locations. Those who choose to access or use the Services from other locations, including from outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Services from jurisdictions where the contents or practices of the Services are illegal, unauthorized or penalized is strictly prohibited.

17. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENTS

17.1.1 If you are a copyright owner or an agent thereof, and you believe that any content posted on the Site or App infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

17.1.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

17.1.2 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site or App are covered by a single notification, a representative list of such works at the Site or App;

17.1.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Spin to locate the material;

17.1.4 Information reasonably sufficient to permit Spin to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

17.1.5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

17.1.6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17.2 The Spin Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows: Copyright Agent at Skinny Labs Inc., *188 King Street #203, San Francisco, CA*, or by email at: hi@spin.pm. For clarity, only DMCA notices should go to the Spin Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Spin customer service. You acknowledge that if you fail to comply with all of these requirements, your DMCA notice may not be valid.

18. CHOICE OF LAW; VENUE

Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims, without regard to or application of choice of laws, rules or principles. The parties hereby consent to the

exclusive jurisdiction of the state and federal courts in California, USA, for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

19. MISCELLANEOUS

19.1. Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Spin to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

19.2. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

19.3. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Spin without restriction. Any assignment attempted to be made by you in violation of these Terms shall be void. These Terms will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns.

19.4. No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Spin as a result of these Terms or use of the Services.

19.5. Survival. The provisions of these Terms that are intended to survive the termination of these Terms by their nature will survive the termination of these Terms, including, but not limited to, Sections 4 (Service Security), 5 (Materials Submitted to the Services; License Grant from you to Spin), 7 (Other Prohibited Activities), 8 (Intellectual Property Rights), 9 (Links to Third Party Sites), 10 (Indemnity), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Limitations; Basis of the Bargain), 15 (Privacy), 17 (Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements), 18 (Dispute Resolution), and 19 (Miscellaneous).

19.6. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

19.7. Entire Agreement. This is the entire agreement between you and Spin relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. These Terms shall not be modified except in a writing, signed by both parties, or by a change to these Terms made by Spin as authorized in these Terms.

19.8. Disclosures. The services hereunder are offered by Skinny Labs Inc. located at *188 King Street #203, San Francisco, CA 94107*. You may contact us by sending correspondence to the foregoing address or by emailing us at hi@spin.pm. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

USER AGREEMENT

Last Revised: March 23, 2018

THE SERVICES MADE AVAILABLE TO USERS OF SPIN ARE PROVIDED ONLY ON THE CONDITION THAT THE USER AGREES TO THE TERMS AND CONDITIONS IN THIS USER AGREEMENT (“AGREEMENT”) BETWEEN USER AND SKINNY LABS, INC. (“SPIN”) BY ACCEPTING THIS AGREEMENT OR BY USING THE SERVICES, USER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT OR THE SERVICES, PLEASE CONTACT SPIN VIA EMAIL AT HELLO@SPIN.PM.

“Agreement” means this User Agreement.

“Apps” means the Spin proprietary software applications accessible via a mobile device or computer and by which members may access the Services.

“Corporate User Agreement” means the agreement between a business or other legal entity and Spin to provide the Services to the employees or members of such business or other legal entity.

“Effective Date” means the date on which your Application is approved by Spin.

“Privacy Policy” means the privacy policy currently referenced at <https://spin.pm/privacy>, as it may be updated by Spin from time to time.

“Rate Schedule” means the rate schedule currently referenced at <https://spin.pm/prices>, as it may be updated by Spin from time to time, and which is expressly incorporated herein by reference.

“Rules Schedule” means the rules schedule currently referenced at <https://spin.pm/rules>, as it may be updated by Spin from time to time, and which is expressly incorporated herein by reference.

“Spin” means Skinny Labs, Inc., a Delaware corporation with its principal place of business at 188 King Street #203, San Francisco, CA 94107, USA.

“Spin Bike” means the vehicle or other transportation device, including, but not limited to, bicycles, electric bicycles, electric kick scooters, provided by Spin to User in accordance with the User.

“Services” means the Spin services as described in the Application and made available through the Site or the Apps.

“Site” means the Spin web site located at <https://spin.pm>.

“User” means an individual that has registered with Spin to use the Services.

“User Account” means a portal provided by Spin that is used by User to manage its User, billing information and other User information (e.g., name, address, email address, use privileges).

“User Fees” means the agreed upon fees set forth in an Application, and as adjusted from time to time and described in the Rate Schedule.

“User Term” means the agreed upon time period set forth in an Application, and all subsequent renewal periods.

THE SERVICES

User. Contingent on Spin acceptance of User’s Application, and subject to the terms and conditions of this Agreement, Spin will provide User the Services as set forth in the Application for the User Term. User may use the Services solely for User’s own purposes (not for the benefit of any other person or entity) during the User Term. If a business or other legal entity has entered into a Corporate User Agreement, the User’s covered by that Corporate User Agreement may use the Services solely for the purposes set forth in the Corporate User Agreement and Spin shall not be responsible for communicating such allowable uses to such Users.

Purpose of the Agreement. This Agreement is a bicycle-share service agreement between Spin and User, but does not in itself confer any right of use of the Spin Bikes. The User may use Spin Bikes belonging to Spin after registering. The User does not, by this Agreement or otherwise, acquire any rights of ownership or control over Spin, its operations or finances, or any vehicle or other transportation device made available for use by Users.

Spin is the owner of the Spin Bike and any item it makes available to User during the term of this Agreement.

Changes to User’s User. Spin retains the right to change, limit or deny the Services to a User for any reason at any time.

ELIGIBILITY

To be eligible for the Services, the User must:

Own or control a mobile device that is compatible with the Apps and the Spin Bikes. User is responsible for obtaining at its own expense all equipment and services needed to access the Services via such mobile device. User understands that its wireless carrier may charge it certain fees for data, text messaging, and other wireless access or communications services. Spin does not guarantee that the Apps can be accessed through all wireless devices or service plans or are available in all geographical locations.

Be at least 18 years old or are the Parent or Legal Guardian of the User, who is 13 years of age or older and have read and agreed to the terms, conditions, and agreement set forth on behalf of Parent or Legal Guardian and the User, and authorize the use of the Services by such minor User.

To the extent permitted by law, agree to allow Spin to track User’s movements whenever the App is running on User’s mobile device. The use and collection of such information will be governed by Spin’ Privacy Policy.

SECURITY DEPOSIT, FEES & PAYMENT

Security Deposit. User may be required to pay Spin a refundable security deposit. No interest will be calculated or paid on any security deposit.

Within 60 days following the termination of the Agreement, any security deposit shall be reimbursed to the User, less any amounts owed to Spin by the User under the Agreement. Should the security deposit

be insufficient to cover the amounts owed, Spin reserves the right to take any actions necessary to recover the full amount and charge its User any and all reasonable fees associated with its collection efforts.

Fees. The User agrees to pay to Spin the User Fees and other charges and fees, in accordance with the type of Service User has selected and as listed in the Rate Schedule as set forth at in the Apps and hereby expressly incorporated into this Agreement by reference.

RENEWAL: IF THE USER SELECT PLAN THAT INCLUDES A MONTHLY FEE, SPIN WILL IMMEDIATELY CHARGE THE MONTHLY PAYMENT TO YOUR SELECTED PAYMENT METHOD FOR THE FIRST MONTH, AND WILL RENEW SUCH PLAN AUTOMATICALLY AT THE END OF THE MONTHLY PERIOD, AND CHARGE THE MONTHLY FEE FOR SUCCESSIVE MONTHS, UNLESS YOU CANCEL YOUR PLAN, OR SELECT A DIFFERENT PLAN, WITHIN 30 DAYS OF SELECTING YOUR PLAN.

IF YOU RELOAD RIDE CREDITS, SPIN WILL AUTO RELOAD SAID CREDITS WHEN YOUR BALANCE RUNS LOW. THE USER MAY DISABLE AUTO RELOAD IN THE ACCOUNTS SCREENS IN THE APPS.

No Refunds. All fees relating to the User, including the User Fees, Plans, reloads, and other costs and fees as provided in this Agreement and the Rate Schedule are final and nonrefundable.

Method of Payment. User shall pay all fees and costs incurred when due, including application fees, User Fees and other costs and fees as provided in this Agreement and the Rate Schedule. User agrees that Spin may charge User's selected payment method for any such payments. Spin accepts payments through payment methods detailed on the applicable payment screen, which may include various credit cards, Stripe, Square, and PayPal. User may be asked to provide Spin with a credit card number from a card issuer that Spin accepts in order to activate and/or pay for any fees related to the Services.

Pre-Authorization. Spin may seek pre-authorization of User's credit card account prior to a fee or cost becoming due to verify the credit card is valid and/or has the necessary funds or credit available to cover such fees or costs.

Disputed Charges. USER AGREES TO SUBMIT ANY DISPUTES REGARDING ANY CHARGE TO USER IN WRITING TO SPIN WITHIN 30 DAYS OF SUCH CHARGE, OTHERWISE SUCH DISPUTE WILL BE WAIVED AND SUCH CHARGE WILL BE FINAL AND NOT SUBJECT TO CHALLENGE.

Delinquent Accounts. Any User Account which is delinquent will be suspended or terminated solely at Spin' discretion. Any credit card which is rejected may result in suspension or termination of User solely at Spin's discretion. The User must notify Spin in the event of the credit card on record being changed, expiring, or being no longer valid and replace it with a valid credit card. Spin Bike may seek third party assistance with unpaid or delinquent accounts if the User does not pay outstanding charges.

Maximum rental time & charges. Maximum rental time of a Spin Bike is 24 hours. User agrees to deactivate a Spin Bike rental within 24 hours of time that rental of the Spin Bike began. User may then rent again. User agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking the Spin Bike. The maximum day charge is \$200 for each electric bike, \$200 for each electric scooter and \$50 for each non-electric bike, all based on a calendar day. After return of the Spin Bike, the User will be charged the accumulated rental charges, or the maximum day charge; whichever is less. A Spin Bike not returned (locked and a ride concluded within service zone) within 48 hours will be considered lost or stolen, and User may be charged up to \$650 for each non-electric bike, \$3,000 for each electric bike and \$1,300 for each electric scooter, and a police report may be filed. Spin may also charge a service fee of \$25 for rentals in excess of 24 hours where the Spin Bike is not lost or stolen.

DAMAGES

User agrees to return the Spin Bike to Spin in the same condition in which it was rented. Until the Spin Bike is locked, the User shall be responsible for loss and damage to the bike. User will not be responsible for normal wear and tear.

DUTIES & RESPONSIBILITIES OF USER

Acknowledgment. The User declares to Spin that it has received all reasonable explanations of the content of this Agreement, the Rules and the Rate Schedule currently in force and that it has taken all reasonable and prudent measures to ensure that it has correctly understood all of its commitments and obligations.

Reporting of Accidents & Cooperation. If, while User is in possession of a Spin Bike, the Spin Bike is involved in an incident that results in injury or damage to a third party or third party property, User must, as soon as possible, but in any event within 1 hour, notify 911 (if appropriate), contact the police and fill out an official police report, contact Spin immediately and provide the following information to Spin:

Date, time and location of incident;

Identification information for any other vehicles involved (e.g., license plate, vehicle identification number, make and model);

Insurance information for third party vehicles involved (e.g., policy number, name, address and phone number of insurance agent);

Contact information for third parties involved and owners of involved vehicles, if different (e.g., name, address, phone number, driver's license number);

Contact information for witnesses (e.g., name, address, phone number);

and Circumstances surrounding event.

User must not, without Spin' prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity, or admission of liability in relation to the incident. In the event of injury or damage to a Spin Bike, a third party or third party property, User agrees to cooperate fully with Spin' investigation of such event and the defense of any resulting claim or litigation.

User agrees that Spin or its insurer may at its own cost bring, defend, enforce, or settle any legal proceeding against a third party in User's name in relation to the incident.

INDEMNIFICATION & LIMITATION OF LIABILITY

User agrees to indemnify, defend, and hold Spin harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by Spin arising from or related to User's use of a Spin Bike or any person permitted by User to use a Spin Bike.

Indemnification of Spin Bike Rental Locations. The User agrees to indemnify and hold harmless third party garages or locations where Spin parks Spin Bikes for Users to pick up, drop off, or otherwise operate during the course of their reservation or while present at said locations using the Spin Bike app and/or with any purpose associated with their Spin Bike membership.

LIMITATION OF SPIN' LIABILITY. Except to the extent THAT ANY LOSS OR DAMAGE IS due SOLELY to Spin's Negligence: SPIN MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF A SPIN BIKE, ITS

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPIN IS NOT LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USER'S USE OF A SPIN BIKE.

Spin shall not be responsible for any loss of, or damage to, any goods in or on the Spin Bike, including User's mobile device that is running the App, nor shall it be responsible for any loss or damage to third parties for the actions taken by any User during the period User is responsible for a Spin Bike.

User does not guarantee the availability of a Spin Bike for use by User. The use of Spin Bikes by Users is subject to availability, on a first-come, first-served basis, and although Spin makes an effort to meet the demand for Spin Bikes by Users, Spin cannot guarantee that supply will be adequate to provide a Spin Bike to User at any given time. Spin cannot and does not guarantee the availability or functionality of a Spin Bike, whether or not reserved, and shall not be responsible for any direct, indirect, incidental or consequential damages or injuries arising from the reservation, non-availability, supply, operation or use of a Spin Bike, even if it has been advised of the possibility of such damages.

Spin shall not be responsible for direct, indirect, incidental or consequential damages or injuries arising from the use of any Spin Bike accessories supplied by Spin (e.g., helmet, lock). The User is responsible for the safe use of such accessories and must check their condition before each use. If any accessory is found not to be in good condition or working order, User should not use such accessory and should promptly notify Spin and request a replacement.

ANY USE OF A SPIN THAT IS PROHIBITED BY THIS AGREEMENT VOIDS ALL INSURANCE, ACCIDENT, OR LIABILITY COVERAGES, INCLUDING ANY CDW (WHERE PERMITTED BY LAW); MAKES SPIN SUBJECT TO IMMEDIATE RECOVERY BY SPIN WITHOUT NOTICE TO USER; AND MAKES USER RESPONSIBLE FOR ALL LOSS OR DAMAGE TO, OR CONNECTED WITH THE SPIN BIKE, INCLUDING SPIN' EXPENSES, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS DUE TO SUCH PROHIBITED USE.

CHANGES TO THE AGREEMENT, TERM, NOTICES

Spin reserves the right to revise this Agreement in its sole discretion at any time and shall give notice to User of such revisions. Notice will be considered given when the revised Agreement is posted to the Site or on the Apps or when sent by email to the User email address on file with Spin. Any revisions to the Agreement are effective upon such notification. The Agreement will be identified as of the most recent date of revision. User should visit this page regularly to ensure its continued acceptance of this Agreement. User's continued use of the Services after any revision to these Terms constitutes its binding acceptance of the revised Agreement. Notwithstanding the preceding sentences of this Section 8, no revisions to this Agreement will apply to any dispute between User and Spin that arose prior to the date of such revision.

Term and Termination of the Agreement; Renewal. The Agreement shall be in force until terminated pursuant to this Section 9 or as otherwise provided in the Agreement, as applicable.

Termination by User. User may terminate this Agreement at any time without cause upon one week written notice to Spin. In order to be effective, notice of termination must be sent to Spin by email at hi@spin.pm.

Termination by Spin. Without Cause. Spin may terminate this Agreement at any time without cause upon one week written notice to User.

For Cause. This Agreement shall be automatically and immediately terminated, upon written notice by Spin to the User if the User: is not paying its debts as such debts generally become due; becomes insolvent; files, or has filed against it, a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days after the filing of such petition (or document); proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; makes a general assignment for the benefit of creditors; if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business; or is convicted of a driving-related criminal offense (e.g., such as driving under the influence of alcohol or controlled substances, hit-and-run, reckless driving).

Spin may, at any time, without notice, immediately terminate the Agreement if the User fails to pay any sum due under the Agreement or the Rate Schedule.

Spin may, at any time, without notice, immediately terminate the Agreement if the User does not comply with any term or condition specified in the Agreement or the Site or Apps.

In case of termination, the User agrees to return immediately to Spin any Spin Bike, or any other article User might have in its possession under the User.

User agrees to pay any attorneys' fees, court costs or costs of other legal procedures necessary for Spin to recover any amounts due and owing, the Spin Bike or any other object the User might have in its possession under this Agreement.

User shall be responsible for any fees or costs incurred up to and including the date of termination.

Penalties. In addition to all its other rights and recourses set out in the Agreement, Spin reserves the right to impose service fees on the User, in case of non-observance by the User of any provision of this Agreement, in the manner and amounts specified in the Agreement and/or the Rate Schedule.

Choice of Law; Venue. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims, without regard to or application of choice of laws, rules or principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in California, USA, for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

Notices. User must provide any notice required in accordance with this Agreement via the User Account or the following email address: hi@spin.pm. Spin' routine communications regarding the Services and any legal notices will be sent to the User either electronically (via User Account, the User email address on record or by text message to the User's mobile device using the number provided by User), by United States mail or by courier, except that Spin may give notice of an amendment to the Agreement by posting the notice on the Site, the User Account, or by email to the email address on record. By providing User's mobile telephone number to Spin, User consents to receive text messages from Spin relating to the provision of the Services. Notices are deemed received as of the time delivered. Spin may periodically send User messages of an informational or advertising nature via email. User may choose to "opt-out" of receiving these messages by selecting the "opt-in" or "opt-out" link, as the case may be, at the foot of every such email. User acknowledges and agrees that notwithstanding User's request to opt out from such messages, Spin may still send and User may still receive emails or

text messages reasonably required for the proper conduct of the Services. If User does not wish to receive any messages from Spin, User must terminate its User and cease using the Services.

Data Breach Notification. Notwithstanding User's determination to opt-out of receiving electronic messages or cease use of the Services, User agrees that in the event an incident occurs in which a third party obtains unauthorized access to User's personal data provided to Spin, User agrees that should Spin become legally obligated to provide notice of such unauthorized access Spin may provide such notice to User electronically by using the email address or mobile telephone number provided by User.

MISCELLANEOUS PROVISIONS

Privacy. Use of the Services is governed by Spin' Privacy Policy located at <https://spin.pm/privacy>, which policy is hereby expressly incorporated into this Agreement by reference.

Corporate User Agreement. Under this Agreement, an employee or member of a business or other legal entity has entered into a Corporate User Agreement shall be treated as a User for purposes of this Agreement. The entity and such User are jointly and severally responsible for their commitments to Spin and for any claim or other action Spin might take against them.

Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by User, but may be assigned by Spin without restriction. Any assignment attempted to be made by User in violation of this Section 13.b. shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Spin to exercise any right or power occurring upon any noncompliance or default by the User with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Spin of any of the covenants, conditions, or agreements to be performed by the User shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

Severability. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Spin is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Spin.

If there is a conflict between the terms of the Application or a Schedule and the Agreement, the Agreement will govern.

Independent Contractors. Spin is an independent contractor and neither party is an agent of the other and neither party has the right to bind the other on any agreement with a third party.

Headings; Captions. The headings and captions used herein are for convenience only and are not part of the Agreement.

I, [to be completed electronically], have read and understand the Spin User Agreement.

Date: [to be completed electronically]

Signature: [to be completed electronically]

Rules Schedule. In addition to the rules and obligations set forth in the User Agreement, Users are required to abide by the rules set forth in this Rules Schedule. By becoming a User, you are deemed to have accepted and agree to abide by the rules set forth below. Failure to abide by this Rules Schedule may result in suspension or termination of your User.

Capitalized terms used herein, shall have the same meaning as given in the User Agreement.

WHO MAY OPERATE A SPIN BIKE

- Only Users in good standing may operate a Spin Bike.
- Non-Users are expressly prohibited from operating a Spin Bike.
- Subletting or re-letting of the Spin Bike to another person, even to another User, is expressly prohibited.
- Only persons over the age of 18 may become a User and may operate a Spin Bike.
- Only one person may ride a Spin Bike at a time.

PROHIBITED USES

Spin Bikes shall not be used as follows:

- To propel or tow any vehicle, trailer, or other object
- To transport animals of any kind or nature, living or otherwise
- During a race, competition or to perform tricks
- By a User while under the influence of drugs or alcohol
- During the commission of a crime or other illegal activity
- In a negligent or abusive manner or for any use outside the scope of a Spin Bike's intended purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred)
- By anyone who has provided Spin with false information in order to become or remain a User
- While there is inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate a Spin Bike
- While texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Spin Bike that may distract from driving safely or otherwise engaging in any activity that may be prohibited by law

The foregoing list is not intended to be exhaustive and any unreasonable or inappropriate use of a Spin Bike, as determined by Spin in its sole discretion, or any violation of law will be deemed to be a violation of this Rules Schedule.

RESERVING SPIN BIKES

Spin Bikes are available to Users on a first-come-first-served basis or via reservation. Users using a Spin Bike on a first-come-first-served basis will be billed for the time they use the Spin Bike according to the Rate Schedule.

If a reservation is made available by Spin, Users shall make such reservation via the Site or an App in advance of use and will be billed at the time of the reservation. Reservations can be extended via the Site or App. Users may cancel or change an existing reservation via the Site or App until fifteen minutes after the reservation was made.

SPIN BIKE USE

User must secure the Spin Bike in clean and in good working condition after their trip. Prior to taking possession of a Spin Bike, User must inspect the Spin Bike for evidence of damage and disrepair. If any damage or disrepair is discovered, User must notify Spin immediately to avoid being held responsible for such damage or disrepair. If User fails to report any evidence of damage prior to using the Spin Bike, User may be liable for the cost of repairing the Spin Bike. For User's own safety, User is prohibited from operating a Spin Bike if any of the following equipment is not in good working order: tires, brakes, lights.

Users are responsible for all charges and costs incurred, and any damages, related to the Spin Bike from the time a User activates a Spin Bike until the Spin Bike is returned and secured.

User must notify Spin immediately in the event that the Spin Bike: malfunctions; is damaged; or is stolen.

User is responsible for any violations, including but not limited to traffic violations incurred, including fines for late payment and any processing fees, due to User's use of a Spin Bike. User agrees to pay for all violations incurred. Such violations must be reported to Spin as soon as reasonably possible, but in any event, in advance of the deadline to respond to the notice of violation. If User fails to pay for any violations incurred, and Spin pays such violations, member agrees that Spin may charge member's payment method on record in accordance with the Agreement.

RATE SCHEDULE

This schedule will be changed from time to time as Spin makes changes to its service. Applicable rates are stated in App before the ride.

FEES & PENALTIES

Pick Up Fees. If the User is unable return a Spin Bike to a valid area (i.e. User secures the Spin Bike on private property, a locked community, or another unreachable area), and requests that the Spin Bike be picked up by Spin staff, Spin, at its sole discretion, may choose to charge User a pick-up fee up to \$100. If any Bike accessed under the User's account is abandoned without notice, User will be responsible for all fees until the Bike is recovered and deactivated, plus a service charge to recover the Spin Bike. Fees are subject to change.

PROMOTIONS AND REFERRAL PROGRAMS

From time to time, Spin may offer promotional discounts or credits ("Promotional Credits") to Users, or operate a referral program whereby Users who are interested can refer their friends or contacts to Spin for credits ("Referral Credits"). Spin reserves the right to withhold or deduct Promotional Credits or Referral Credits in the event that Spin determines or believes that the receipt of the Promotional Credit or Referral Credit was in error, fraudulent, illegal, or in violation of our rules or any other applicable agreement between you and Spin, as determined in Spin's sole discretion.

PRIVACY POLICY

Last Updated: April 8, 2018

WHO WE ARE

We are Skinny Labs Inc. ("Spin"). We have created a network for sharing vehicles through a mobile application that enables users to locate, rent, and operate vehicles from the available locations ("App") and we maintain a corporate Web site at <https://spin.pm> ("Site") as well as all related applications, widgets, software, tools and other services provided by us and on which a link to this policy is displayed (collectively, together with the Site and App, our "Services")

WHAT THIS IS

This is our Privacy Policy ("Policy") and it applies to our Services and describes our collection of Personal Information, as defined below, from users who have registered for the Services ("Members") and visitors, whether Members or not, to the Site or the App, ("Visitors") (together, "You", "Your" or "Users"). We take Your privacy seriously and make it a priority to protect personally identifiable information that we obtain from and about You both online and off-line. If You have questions about our Policy, please send an email to hi@spin.pm.

By using the Services (whether or not You are a Member), You expressly consent to the information handling practices described in this Policy. If You do not want information about You to be used in the manner set forth in this Policy, please do not use the Services.

This Policy is incorporated into and is subject to the Spin Terms of Use, located here and the Membership Agreement if you are a Member. Your use of the Services and any Personal Information You provide via the Services are subject to the terms of this Policy and Spin's Terms of Use.

PERSONAL INFORMATION

"Personal Information," as used in this Policy, is information that specifically identifies an individual, such as an individual's name, address, telephone number, or e-mail address. Personal Information also includes information about an individual's activities, such as information about his or her activity on our Services, demographic information, such as date of birth, gender, geographic area (including location), and preferences, when any of this information is linked to Personal Information that identifies that individual.

ANONYMOUS AGGREGATED DATA

Anonymous data is information (originally personally identifiable or non-personally identifiable) that subsequently is used in aggregate form. Although anonymous data may be based in part on personal data, it does not identify You personally. We may collect anonymous data whether or not You are a Member. We and/or third parties that are providing services in connection with the Services may use anonymous data for a number of purposes, including analysis of the usage of the Services, and interests and behavior.

INFORMATION SPIN COLLECTS

Collection of Voluntarily-Provided Information

User Provided Information. When You register and set up an account, use or visit the Services, or contact us by e-mail or other means for any reason, You may provide Personal Information to Spin. Personal Information may also be collected if You provide such information in connection with creating a profile or group, leaving comments, posting content, sending an email or message to another User or participating in any features of the Services. In addition, from time to time we may collect other Personal Information You provide in connection with Your participation in promotional offers and other activities on the Services. If You use the Services with Your mobile device, we may have access to Your phone number, Unique Device Identifier or other device information that uniquely identifies individual smartphones or mobile devices.

Payment Information. If You purchase services or products from the Services, we will collect the billing and financial information necessary to process Your charges, which may include Your postal and email addresses. We may also receive the billing and payment information that You provide when Your purchase is processed by another party.

Invitation Service. Spin may offer an invitation service to tell a friend about the Services. If You choose to use our invitation service to tell a friend about the Services, we may ask You for information needed to send the invitation, such as Your friend's email address or phone number. We may also offer You the opportunity to invite Your friend via third party services such as Facebook or Twitter. We will automatically send Your friend a one-time email or text message inviting him or her to try the Service. By providing email addresses or phone numbers of non-Users, You represent that You have the right to do so and that such information may also be provided to the third party service that You have designated to contact the non-User. We store and use this information to send this invitation, to register a friend if Your invitation is accepted, and to track the success of our invitation service. Your friend may contact us at hi@spin.pm to request that we remove this information from our database.

PASSIVELY COLLECTED INFORMATION

Automatically Collected Information. When You use the Services, some information is also automatically collected, such as Your Internet Protocol (IP) address, Your operating system, the browser type, the address of a referring Web site and Your activity on the Services. We treat this information as Personal Information if we combine it with or link it to any of the identifying information mentioned above. Otherwise, it is used in the aggregate only and is not considered by Spin to be subject to the restrictions in this Privacy Policy.

“Cookies” & Clear Gif Information. We may automatically collect certain information through the use of “cookies” and/or clear gifs. Cookies are small data files that are stored on a User's hard drive at the request of a Web site to enable such Web site to recognize Users who have previously visited them and retain certain information such as customer preferences and history. If we combine cookies with or link them to any Personal Information, we would treat this information as Personal Information. Clear gifs (also known as web bugs or web beacons) are small, invisible graphic images that may be used by the Services or in emails relating to the Services to collect certain information and monitor user activity on the Services and may be combined with Your IP address or other information that we have gathered with respect to a User's use of the Services. If You wish to block, erase, or be warned of cookies, please refer to Your browser instructions or help screen to learn about these functions. However, if a browser is set not to accept cookies or if a User rejects a cookie, some portions of the Services may not function properly. For example, You may not be able to sign in and may not be able to access certain features of the Services.

Location Information. Spin may offer features designed to help You use the Services, such as to locate vehicles available through the network, including in whole or in part based on Your location. You will be

given the opportunity to opt-in to location-based services, normally through an opt-in screen on the App. If You choose to enable location-based services, we may collect Your location based on information provided by You or Your mobile device, including, if available, GPS, IP address or cell tower information. If You, as a Member, do not opt-in to location-based services, You may not have access to the features necessary to use the Services.

We use analytics tools to track how You get to our Site and to understand how You use the Site after You arrive. Although this allows us to see and analyze Your movements around the Site, our systems do not provide a way for that information to be tied to any Personal Information You choose to give us.

Information from Other Sources. We may receive information about You, including Personal Information, from third parties and third party Web sites (e.g., Facebook, Twitter, etc.) ("Third Party Sites"), in accordance with the policies and terms of such Third Party Sites. Spin may combine this information with other Personal Information we maintain about You. If we do so, this Policy governs any combined information that we maintain in a personally identifiable format.

THE WAY SPIN USES AND DISCLOSES INFORMATION

In general, we use Personal Information we collect to process Your requests or transactions, to provide You with information or services You request, to inform You about other information, events, promotions, products or services we think will be of interest to You, to facilitate Your use of, and our administration and operation of, the Services, and for the purpose for which the information was provided. For example, we may use the information we collect:

- to send You a welcoming email and to contact You about Your use of the Services, to provide other services, products or information You request and to complete any transactions in connection therewith;
- to enable Your use of the Services, including to determine your service eligibility and credit-worthiness, access Your driving safety records, and obtain insurance;
- to respond to Your emails, submissions, comments, requests or complaints;
- to request feedback and to enable us to develop, customize and improve the Services;
- to contact You about our or a third party's services, products, activities, special events or offers and for other marketing, informational, product development and promotional purposes;
- for the specific purpose for which the information was provided; and
- to conduct an aggregate analysis of the performance of the Services

Spin may use "cookies" or clear gif information for a number of reasons related to the Services, including to: (a) remember Your information so that You will not have to re-enter it during Your visit or the next time You use the Services; (b) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (c) track Your entries, submissions, and status in any promotions or other activities.

We have a policy that Spin's employees, agents and contractors must have a legitimate business reason to obtain access to the Personal Information You may provide to register as a member of the Site and/or to use the Services. We may share Your Personal Information with companies that provide services to us, including outside contractors or agents who help us manage our information activities (for example, for payment processing, insurance, services to search driving records, data storage, customer service, email delivery, and to assist us in our marketing efforts), but we limit the Personal Information that is provided to these service providers to that which is reasonably necessary to provide us with a specific service and not for any other purpose and we require them to maintain the confidentiality of the Personal Information.

Personal Information provided online may be linked together or merged with other Personal Information so that we may better understand Your needs and inform You about our products or services and those of our partners. In addition, if we receive information from third parties with whom we have business relationships, we may combine this information with the other Personal Information we maintain about You. In either case, this Policy governs this information.

We may disclose Personal Information in the good faith belief that we are lawfully authorized or required to do so, or that doing so is reasonably necessary or appropriate to comply with the law or with legal process or authorities, respond to any claims, or to protect the rights, property or safety of the Services, our Users, our employees or the public, including without limitation to protect Spin or our Users from fraudulent, abusive, inappropriate or unlawful use of the Services.

You understand that when You use the Services, information You post in Your public profile and in any other interactive areas of the Services will be available to other Users and in some cases may be publicly available and You provide that information at Your sole risk.

We may disclose Personal Information in connection with the reorganization, reincorporation, acquisition, debt financing, merger, sale of Spin's relevant assets or business or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which Personal Information is transferred to one or more third parties as one of our business assets.

We use all of the information that You provide or that we collect and/or aggregate to understand and analyze the usage trends, interests, and preferences of our Users, to improve the way the Services work and look and to create new features and functionality.

HOW SPIN PROTECTS INFORMATION

Spin uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of Your Personal Information. We cannot, however, ensure or warrant the security of any information You transmit to Spin, and You do so at Your own risk and this is not a guarantee that such information will not be accessed, disclosed, altered, or destroyed by breach of any of Spin's physical, technical, or managerial safeguards.

If Spin learns of a security systems breach, then we may attempt to notify You electronically through the contact information that You have provided to Spin so that You can take appropriate protective steps. Spin may also post a notice on the App and/or the Site if a security breach occurs. Depending on where You live, You may have a legal right to receive notice of a security breach in writing.

CHOICES YOU HAVE REGARDING THE USE OF YOUR PERSONAL INFORMATION

You may, of course, decline to share Your Personal Information with Spin, in which case Spin will not be able to provide to You some of the features and functionality found in the Services. If You register as a member of Spin, You may update, correct, or delete Your profile information and preferences at any time by emailing us at hi@spin.pm. You may "opt out" of receiving promotional and marketing materials by emailing us at hi@spin.pm. However, this shall not affect our ability to send You service and account related emails and to use Your Personal Information as otherwise described in this Privacy Policy. Please be aware that if You "opt out" of receiving commercial email from us, it may take up to ten business days for us to process Your "opt out" and You may receive commercial email from us during that period.

To protect Your privacy and security, we take reasonable steps to verify Your identity before granting You account access or making corrections to Your information but You are solely responsible for maintaining the secrecy of Your unique password and account information at all times.

LINKS TO OTHER WEBSITES

The Services may be linked to Third Party Sites operated by other companies (including facebook.com), products, or services that we do not own or operate. Some of these Third Party Sites may be co-branded with our name or logo, even though they are not operated or maintained by us. If You choose to visit or use any third party products or services, please be aware that this Policy will not apply to Your activities or any information You disclose while using third party products or services or otherwise interacting with third parties. We are not responsible for the privacy practices of these Third Party Sites and third party services. Additionally, please be aware that the Services may contain links to Web sites and services that we operate but that are governed by different privacy policies. We encourage You to carefully review the privacy policies applicable to any Web site or service You visit other than the Services before providing any Personal Information on them.

THIRD PARTY CONNECTED SERVICES

We may permit Users with accounts on certain Third Party Sites (including social networking, search, sharing, and other services delivered by third parties) to bypass standard registration processes on our Services. If You connect to our Services through an authorized Third Party Site, You may be able to use Your third party login information to log into our Services, and You may be able to publish Your comments and any other activity on our Services to the Third Party Site. We are not responsible for the sharing, posting, commenting, or other content and information-gathering practices on any Third Party Site. Please review their terms of service and privacy policies carefully before using their services and connecting to our Services.

By using any Third Party Site to log in to our Services, or otherwise connecting to any Third Party Site, You permit us to access and use all information related to Your account on the Third Party Site that may be accessible to us through the Third Party Site pursuant to this Policy. To limit or control the information that is available to us through such Third Party Site, or to disconnect the Third Party Site from our Services, You should check (and, if applicable, modify) the applicable settings on the Third Party Site.

OUR COMMITMENT TO CHILDREN'S PRIVACY

Protecting the privacy of young children is especially important. For that reason, our Services are not directed to persons under 18 years-of-age and Spin does not knowingly collect or maintain Personal Information from persons under 18 years-of-age, including children under the age of 13. If Spin learns that Personal Information of persons under 13 years-of-age has been collected in the Services without verifiable parental consent, then Spin will take the appropriate steps to delete this information. If You are a parent or guardian and discover that Your child under the age of 13 has obtained a Spin account, then You may alert Spin at hi@spin.pm and request that Spin delete that child's Personal Information from its systems.

INTERNATIONAL VISITORS

Our Services are hosted in the United States and generally are intended for United States visitors. If You visit from the European Union or other regions with laws governing data collection and use that may differ from United States law, please be aware that You are transferring Personal Information to the

United States. The United States does not have the same data protection laws as the European Union and other jurisdictions. By providing Personal Information to us, You consent to the transfer of it to the United States and the use of it in accordance with this Policy and applicable law.

CHANGES & UPDATES TO THIS PRIVACY POLICY

This Policy may be revised periodically and this will be reflected by a “Last Updated” date above. We may not notify You of any changes to this Policy except by posting a new privacy policy. Please revisit this page to stay aware of any changes. Your continued use of the Services constitutes Your agreement to this Policy and any future revisions. However, if we change this Policy in a manner that is materially less restrictive of our use or disclosure of Your Personal Information, we will use reasonable efforts to notify You of the change and to obtain Your consent prior to applying the change to any Personal Information that we collected from You prior to the date the change becomes effective. We encourage You to periodically review this Policy to stay informed about how we collect, use and disclose Personal Information.

SPIN CONTACT INFORMATION

Please contact Spin with any questions or comments about this Policy, Your Personal Information, our third-party disclosure practices, or Your consent choices by email at hi@spin.pm.

**9. COPY OF THE PERFORMANCE BOND
LISTING THE CITY OF AUSTIN.**

LICENSE SURETY BOND

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOWS ALL BY THESE PRESENTS:
BOND NO.

PRINCIPAL, Skinny Labs Inc. DBA Spin, (check one) a corporation limited liability partnership sole proprietorship, engaged in the commercial use of sidewalks or City public right of way for the display, sale, lease or rental of dockless transportation services within the City of Austin, Texas ("CITY"), AND

SURETY, The Hanover Insurance Company, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work or service undertaken by PRINCIPAL hereunder, as OBLIGEES, in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00).

PRINCIPAL and SURETY are bound to pay this amount to OBLIGEES only if PRINCIPAL fails to fulfill the following obligations:

- a. PRINCIPAL shall indemnify and hold harmless the CITY and all other persons and entities from all claims for damages to any person or property, including all costs and expenses, arising out of PRINCIPAL's use of the right-of-way within the CITY;
- b. PRINCIPAL shall repair any damage and correct any defect to the right-of-way, caused by PRINCIPAL's use of the right-of-way and shall warrant such work for a period of one year following completion of same;
- c. PRINCIPAL shall remove or reduce in concentration dockless mobility units that the director has determined, that cause or significantly contribute to sidewalk congestion or make access to abutting property hazardous;
- d. PRINCIPAL shall remove mobility units that the director deems unsafe for use due to defect or non-conformance with Chapter 14-9 or the applicable rules;
- e. PRINCIPAL, its agents and employees shall perform all work in strict compliance with all applicable laws, ordinances, resolutions, rules and regulations; and
- f. PRINCIPAL and SURETY shall not violate any of the terms of this bond

If this bond is canceled or the coverage of this bond is restricted for any reason, SURETY shall immediately deliver written notice of such to the CITY and to the Director of the Austin Transportation Department. The cancellation or restriction becomes effective after thirty (30) working days from the date the CITY receives the notice. Cancellation or restriction does not affect SURETY'S liability on any transaction begun before the effective date of the cancellation or restriction. In the event of cancellation or restriction, PRINCIPAL will be suspended from all rights and privileges and no license will be issued to PRINCIPAL under Chapter 14-9 of the City Code of Austin, as applicable. This suspension remains effective until the bond coverage required by the applicable rule or section of code is fully restored.

The bond will be binding upon PRINCIPAL and SURETY from the 31st day of May 2018, until midnight, the 30th day of May 2019. Signed, sealed, and executed this 31st day of May 2018.

PRINCIPAL

BY: _____
(Signature)
Name: Skinny Labs Inc. DBA Spin
Title: _____
Address: _____
Address: _____
Phone: _____

SURETY

BY: 
(Signature)
Name: The Hanover Insurance Company
Title: Kevin P. Shine, Attorney-in-Fact
Address: 17100 N. 67th Ave., Ste 700
Address: Glendale, AZ 85308
Phone: (800) 863-3210

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

MICHAEL D. LAPRE, ERIN BROWN, RYAN ROGERS, KEVIN P. SHINE, AND/OR DEBORAH M. MCGUCKIN

of **Scottsdale, AZ** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed One Million and No/100 (\$1,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 13th day of **February 2012**.

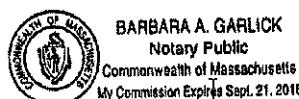


THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.





Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31st day of May 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President

10. CERTIFICATE OF CONFORMANCE TO 16 CFR PART 1512 FOR EACH IMPORT SHIPMENT OF BICYCLES, AND THE EQUIVALENT FOR EACH SHIPMENT OF SCOOTERS.

[16 CFR Part 1512 is not applicable to scooters. See following pages for equivalent certifications, including certification for ANSI/CAN/UL 2272.]



CEC TEST REPORT

Report No. : NTEK-2017NT07134866S

Product : Mi Electric Scooter

Model No. : M365

Applicant : Ninebot (Changzhou) Tech Co., Ltd.

Address : 16F-17F, Block A, Building 3, Changwu Mid Road 18#,
Wujin Dist., Changzhou, Jiangsu, China

Issued by : Shenzhen NTEK Testing Technology Co., Ltd.

Lab Location: 1/F, Building E, Fenda Science Park, Sanwei Community,
Xixiang Street, Bao'an District, Shenzhen 518126 P.R.
China

Tel : +86-755-6115 6588 **Fax:** +86-755-6115 6599

CEC

This test report consists of 10 pages in total. It may be duplicated completely for legal use with the approval of the applicant. It should not be reproduced except in full, without the written approval of our laboratory. The client should not use it to claim product endorsement by NTEK. The test results in the report only apply to the tested sample. The test report shall be invalid without all the signatures of testing engineers, reviewer and approver. Any objections must be raised to NTEK within 15 days since the date when the report is received. It will not be taken into consideration beyond this limit.



Report No. NTEK-2017NT07134866S

TEST REPORT

Appliance Efficiency Regulations California Code Products with Battery Charging Systems (BCS)

Report Reference No. : NTEK-2017NT07134866S

Tested by (+ signature) : Albert Liang

Albert Liang
NTEK TESTING TECHNOLOGY CO., LTD.
APPROVED
Coco Li

Approved by (+ signature) : Coco Li

Date of issue : 2017-07-21

Testing laboratory

Name : Shenzhen NTEK Testing Technology Co., Ltd.

Address : 1/F, Building E, Fenda Science Park, Sanwei Community, Xixiang Street, Bao'an District, Shenzhen 518126 P.R. China

Testing location : Same as above

Client

Name : Ninebot (Changzhou) Tech Co., Ltd.

Address : 16F-17F, Block A, Building 3, Changwu Mid Road 18#, Wujin Dist., Changzhou, Jiangsu, China

Test specification

Standard : Appliance Efficiency Regulations California Code, Title 20, Sections 1601-1609, CEC-400-2017-002, in conjunction with 10 CFR Section 430.23(aa) (Appendix Y to Subpart B of Part 430)

Test procedure : CEC Attestation

Test item

Description : Mi Electric Scooter

Trademark : N/A

Model and/or type reference : M365

Rating(s) : Input: DC 42V, 1.7A

Manufacturer : Ninebot (Changzhou) Tech Co., Ltd.

Address : 16F-17F, Block A, Building 3, Changwu Mid Road 18#, Wujin Dist., Changzhou, Jiangsu, China

General product information:

Only one type battery tested -DC 36V, 280Wh, 7800mAh Li-ion battery as provided by the applicant. The report included the testing of charge 1 battery condition.

Conclusion: According to this report, the battery charger system under test can meet the energy efficiency standard set out in CEC regulation for small battery charger system.

Product Details

1. End-Use Product Type: Electric Scooter
2. Battery Chemistry
 - Nicad Lithium Ion NiMH Lead Acid VRLA Others
3. Indicate battery charger type
 - Large battery charger system
 - small battery charger system
 - Inductive battery charger
 - Battery backup and Uninterruptible Power Supplies
 - Multi-port Charger
 - Multi-voltage Charger
 - Multi-capacity Charger
 - à la carte charger
4. Number of Charger ports: one port battery system
5. Compatible battery chemistries: Li-ion

Information of the test battery:

Manufacturer: Sunwoda Electronic CO., LTD

Model: NE1003-H

Charge voltage: max. 42Vdc

Nominal Voltage: 36Vdc

Rated charge capacity of tested batteries: 7800mAh

Rated charge energy of tested batteries: 280Wh

Charging current stated on the charger or in the instructions: 1.7A



Test Report

No. CANEC1713829201

Date: 22 Aug 2017

Page 1 of 76

NINEBOT (CHANGZHOU) TECH CO., LTD
16F-17F, BLOCK A, BUILDING 3, CHANGWU MID ROAD 18#, WUJIN DIST., CHANGZHOU, JIANGSU, CHINA

The following sample(s) was/were submitted and identified on behalf of the clients as : Part of "Mi Electric Scooter"

SGS Job No. : CP17-039898 - GZ

Model No. : M365

Date of Sample Received : 18 Jul 2017

Testing Period : 18 Jul 2017 - 22 Aug 2017

Test Requested : Selected test(s) as requested by client.

Test Method : Please refer to next page(s).

Test Results : Please refer to next page(s).

Result Summary :

Test Requested	Conclusion
US California Proposition 65 - Total Lead Content	PASS
US California Proposition 65 - Phthalate Content	PASS

Signed for and on behalf of
SGS-CSTC Standards Technical Services Co., Ltd. Guangzhou Branch

Echo

Echo Yeung
Approved Signatory



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Attention: To check the authenticity of testing //Inspection report & certificate, please contact us at telephone: (86-755) 8307 1443, or email: CN_Doccheck@sgs.com

108 Kezhi Road, Scientech Park, Guangzhou Economic & Technology Development District, Guangzhou, China 510663 | (86-20) 82155555 | (86-20) 82075113 | www.sgsgroup.com.cn
中国·广州·经济技术开发区科学城科珠路198号 邮编: 510663 | (86-20) 82155555 | (86-20) 82075113 | sgs.china@sgs.com

Member of the SGS Group (SGS SA)



MRT Technology (Suzhou) Co., Ltd
Phone: +86-512-66308358
Web: www.mrt-cert.com

Report No.: 1706RSU03701
Report Version: V01
Issue Date: 07-01-2017

MEASUREMENT REPORT

FCC PART 15.247 / RSS-247 Bluetooth-LE

FCC ID: 2ALS8-NS9633

IC: 22636-NS9633

APPLICANT: Ninebot (Changzhou) Tech Co., Ltd.

Application Type: Certification

Product: Electric Scooter

Model No.: M365

Brand Name: MI

FCC Classification: Digital Transmission System (DTS)

FCC Rule Part(s): Part 15.247

IC Rule(s): RSS-247 Issue 2

Test Procedure(s): ANSI C63.10-2013, KDB 558074 D01v04

Test Date: June 05 ~ 28, 2017

Reviewed By : Sunny Sun

(Sunny Sun)

Approved By : Marlin Chen

(Marlin Chen)



The test results relate only to the samples tested.

This equipment has been shown to be capable of compliance with the applicable technical standards as indicated in the measurement report and was tested in accordance with the measurement procedures specified in KDB 558074 D01v04. Test results reported herein relate only to the item(s) tested.

The test report shall not be reproduced except in full without the written approval of MRT Technology (Suzhou) Co., Ltd.

8. CONCLUSION

The data collected relate only the item(s) tested and show that the **Electric Scooter** is in compliance with Part 15C of the FCC Rules & IC Rules.

The End



MRT Technology (Suzhou) Co., Ltd
Phone: +86-512-66308358
Web: www.mrt-cert.com

Report No.: 1706RSU03703
Report Version: V01
Issue Date: 06-28-2017

MEASUREMENT REPORT

FCC Part 15 Subpart B / ICES-003

APPLICANT: Ninebot (Changzhou) Tech Co., Ltd.
ADDRESS: 16F-17F, Block A, Building 3, Changwu Mid Road 18#, Wujin Dist., Changzhou, Jiangsu, China.

Application Type: Verification
Product: Electric Scooter
Model No.: M365
Brand Name: MI
FCC Rule Part(s): FCC Part 15 Subpart B: 2016
Test Procedure(s): ANSI C63.4: 2014
Result: Complies
Test Date: June 22 ~ 28, 2017

Reviewed By : *Sunny Sun*
(Sunny Sun)
Approved By : *Marlinchen*
(Marlin Chen)



The test results relate only to the samples tested.
This equipment has been shown to be capable of compliance with the applicable technical standards as indicated in the measurement report and was tested in accordance with the measurement procedures specified in ANSI C63.4-2014. Test results reported herein relate only to the item(s) tested.
The test report shall not be reproduced except in full without the written approval of MRT Technology (Suzhou) Co., Ltd.

7. CONCLUSION

The data collected relate only the item(s) tested and show that the **Electric Scooter** has been tested to comply with the requirements specified in §15.107 and §15.109 of the FCC Rules & ICES-003 Rule.



American Certification Body Inc.
6731 Whittier Ave, C110, McLean, VA 22101

July 31, 2017

Our Ref: ATCB021470

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3, Changwu Mid Road
18#, Wujin Dist., Changzhou 213100 China

Attention: Jun Jin

Dear Sir/Madame:

ACB, Inc. has reviewed the related documents and is pleased to advise that this application meets the Innovation, Science and Economic Development (ISED) Canada's Certification and Engineering Bureau procedural and specification requirements for certification. Copies of the original submission documents should be maintained for 10 years. The radio equipment is certified as described on the attached certificate(s).

We have notified the Bureau so they may record this equipment in the Department's Radio Equipment List (REL). Please note that certified equipment shall not be distributed, leased, sold, or offered for sale in Canada before the details of the certification appear in the REL. Status of this listing in the ISED's REL list may be found at the following web address:

<https://sms-sgs.ic.gc.ca/equipmentSearch/searchRadioEquipments?execution=e2s1&lang=en>

Please note that IC labeling as of Issue 11 of RSP-100 involves use of the IC Certification Number, Product Marketing Name (PMN), Hardware Version Identification Number (HVIN), and in some instances the Firmware Version Identification Number (FVIN) as follows.

- a) The assigned IC certification number and HVIN number must be shown on the exterior of the product or displayed electronically according to IC's E-labelling requirements.
- b) The PMN must be displayed electronically (E-labelling) or indicated on the exterior of the product, product packaging, or product literature available with the product or online.
- c) The IC Certification Number, PMN, and HVIN are permitted to be etched, engraved, stamped, printed on the product, or permanently affixed to a permanently attached part of the product in a way that is legible, indelible, and tamper proof.
- d) When the FVIN is the only differentiation between product versions (PMN and HVIN remain identical) listed in the REL within a family certification, the FVIN shall be displayed electronically or stored electronically and be easily retrievable.
- e) Any Modular Approval or Limited Modular Approval shall meet the labeling requirements above. In addition the Host Model Number (HMN) must be displayed by E-labeling or indicated at any location on the exterior of the host product and the host product shall be labeled to identify the modules within the host product according to RSP-100 Section 3.2.

Sincerely,

Michael F. Violette
Director

071217-28g (w/ Annex 1)

TCB**TCB****GRANT OF EQUIPMENT
AUTHORIZATION****Certification****Issued Under the Authority of the****Federal Communications Commission****By:**

ACB, Inc.
6731 Whittier Avenue Suite C110
McLean, VA 22101

Date of Grant: 08/04/2017**Application Dated: 07/27/2017**

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3, Changwu Mid
Road 18#, Wujin Dist.,
Changzhou, Jiangsu, 213100
China

Attention: Jun Jin**NOT TRANSFERABLE**

EQUIPMENT AUTHORIZATION is hereby issued to the named GRANTEE, and is
VALID ONLY for the equipment identified hereon for use under the Commission's
Rules and Regulations listed below.

FCC IDENTIFIER: 2ALS8-NS9633
Name of Grantee: Ninebot (Changzhou) Tech Co., Ltd.
Equipment Class: Digital Transmission System
Notes: Electric Scooter

<u>Grant Notes</u>	<u>FCC Rule Parts</u>	<u>Frequency Range (MHz)</u>	<u>Output Watts</u>	<u>Frequency Tolerance</u>	<u>Emission Designator</u>
	15C	2402.0 - 2480.0	0.0006		

Power Output is Conducted. The antenna(s) used for this transmitter must not transmit simultaneously with any other antenna or transmitter, except in accordance with FCC multi-transmitter product procedures. This filing meets the SAR threshold exclusion set forth in KDB 447498 and therefore can be used in mobile/portable configurations.





Descriptive Report and Test Results

MASTER CONTRACT: 267218

REPORT: 70150181

PROJECT: 70150181

Edition 1: October 10, 2017; Project 70150181 - Shanghai
Issued by Joseph Zhou, reviewed by Tan Lu

Contents: Certificate of Compliance - Page 1 to 3
 Description and Tests - Pages 1 to 13
 Att1 Figures - 1 to 14
 Att2 Illustrations - 1 to 16
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 Att4 Schematics - 1 to 7

PRODUCTS

CLASS - C389201 - MOTOR OPERATED EQUIPMENT - Electrical and Charger-Systems of Self-Balancing Scooters

CLASS - C389281 - MOTOR OPERATED EQUIPMENT - Electrical and charger systems of-transportation devices - Certified to US Standards

Electrical and Charger System of Two Wheels Kick Scooter Model M365, the ratings noted as below:

Model	Max charging Voltage, V	Capacity, Wh	Motor Power, W	Max Speed, mph/km/h	Max Payload, lbs/kg	Rated Voltage, Vdc
M365	42	280	250	15.5/25	220/100	36

Notes:

1. The electrical systems for Self-Balancing Scooter, model M365 has been evaluated for electric shock and fire hazards only, and consist of the battery pack, electrical controls, motor, lighting, other electrical components and circuits, and the charger. The physical hazards that may be associated with the use of personal e-mobility devices has not been conducted by CSA.
2. Products covered by this report are under CSA conformity testing program. Refer to section Component special pick up.

This report shall not be reproduced, except in full, without the approval of CSA Group.

1st Floor, Building 4, Qilai Industrial City, 889 Yishan Road, Shanghai, 200233 China
Telephone: (86)21.33688282 Fax: (86)21.3368122 www.csagroup.org

TEST HISTORY

1st Edition (Project 70150181)

The representative scooter M365 was found to comply with the following requirements of UL 2272.

The following tests were performed on representative models and test location were addressed as below.

A: CCIC-CSA lab.

Address: Building 8, Tsinghua Science Park, No 1666 Zu chongzhi Rd (S) , Kunshan, Jiangsu

ANSI/CAN/UL-2272: 2016 - Standard for Safety For Electrical Systems for Personal E-Mobility Devices, Edition 1						
TEST No.	SECTION	TEST NAME:	Number of sample ^a	Test Model	[P], [F] or [N/A]	COMMENTS / REMARKS
Electrical tests						
1	24	Overcharge Test	1 personal e-mobility device	NE1003-H	P	Charging Mos Q9 short condition evaluated
2	25	Short Circuit Test	1 personal e-mobility device	NE1003-H	P	Discharg Mos Q8 and Rse1 short condition evaluated
3	26	Overdischarge Test	1 personal e-mobility device	NE1003-H	P	Discharg Mos Q8 short condition were evaluated
4	27	Temperature Test	1 personal e-mobility device	M365	P	
5	28	Imbalanced Charging Test	1 personal e-mobility device	NE1003-H	P	Charging Mos Q9 short condition evaluated
6	29	Dielectric Voltage Withstand Test	1 personal e-mobility device	N/A	N/A	No hazard voltage
7	30	Isolation Resistance Test	1 personal e-mobility device	N/A	N/A	No hazard voltage
8	31	Leakage Current	1 personal e-mobility device	N/A	N/A	No hazard voltage
9	32	Grounding Continuity	1 personal e-mobility device	N/A	N/A	No hazard voltage
Mechanical tests						
10	33	Vibration Test	1 personal e-mobility device	M365	P	

11	34	Shock Test	1 personal e-mobility device	M365	P	
12	35	Crush	1 personal e-mobility device	M365	P	
13	36	Drop Test	1 personal e-mobility device	M365	P	
14	37	Mold Stress Test	1 personal e-mobility device	M365	P	
15	38	Hand Loading	1 personal e-mobility device	M365	P	
16	41	Strain Relief Tests	2 specimens of the part under test or complete scooter	N/A	N/A	No input or output cord
Environmental tests						
17	42	Water Exposure Test (IP and Immersion)	1 personal e-mobility device	M365	P	
18	43	Thermal Cycling	1 personal e-mobility device	M365	P	
Motor tests						
19	39	Motor Overload Test	1 personal e-mobility device	DA36V250W	P	
20	40	Motor locked rotor Test	1 personal e-mobility device	DA36V250W	P	
Material tests						
21	7.2	20mm End product flame test (Note: not conducted if minimum V-1)	3 specimens of part under test (polymeric enclosure sample)	N/A	N/A	Certified materials , the test was waived
22	44	Label performance test	1 test specimen of the part under test (label adhered to end use surface)	N/A	N/A	UL Certified Label
a Samples from different tests may be re-used for multiple tests if still intact so that its re-use does not affect the test results and the manufacturer is in agreement. Minor modifications can be made to samples such as replacement of fuses, etc. in order to reuse samples for multiple tests.						
Tests not requiring sampling:						

MASTER CONTRACT: 267218
REPORT: 70150181
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23	15	Protective circuits and safety Analysis	---		P	Refer to function safety datasheet
Test datasheet 2						
UL 2271 – Standard for safety Batteries for Use In Light Electric Vehicle (LEV) Applications						
1	Short circuit test (at ambient)	16	5 Cell	INR18650M26	P	
2	Short circuit test (at 55 °C)	16	5 Cell	INR18650M26	P	
3	Crush Test	16	5 Cell	INR18650M26	P	

---End of Report---



Certificate of Compliance

Certificate: [REDACTED]

Master Contract: [REDACTED]

Project: [REDACTED]

Date Issued: 2017-10-10

Issued to: Ninebot (Tianjin) Tech Co., Ltd.
Building 14, No.3, Tianrui Rd
Auto Industrial Park, Wuqing Dist.,
Tianjin, China

Attention: Ms Cherry Zhao

The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US or with adjacent indicator 'US' for US only or without either indicator for Canada only.



Issued by: Fei (Joseph) Zhou Fei
Joseph Zhou

PRODUCTS

CLASS - C389201 - MOTOR OPERATED EQUIPMENT - Electrical and charger-systems of Self-Balancing Scooters

CLASS - C389281 - MOTOR OPERATED EQUIPMENT - Electrical and charger systems of-transportation devices - Certified to US Standards

Electrical and Charger System of Two Wheels Kick Scooter, Model M365.

For details related to rating, size, configuration, etc., reference should be made to the CSA Certification Record, or the Descriptive Report.



Certificate: [REDACTED]
Project: [REDACTED]

Master Contract: [REDACTED]
Date Issued: 2017-10-10

APPLICABLE REQUIREMENTS

ANSI/CAN/UL 2272 1st Edition:
Personal E-Mobility Devices

Standard for Safety For Electrical Systems for

MARKINGS

N/A

11. TEST RESULTS FROM A QUALIFIED INDEPENDENT LAB DEMONSTRATING THAT EACH MODEL BICYCLE PUT INTO SERVICE MEETS OR EXCEEDS ISO 4210: SAFETY REQUIREMENTS FOR CITY AND TREKKING BICYCLES, AND THE EQUIVALENT FOR EACH MODEL SCOOTER.

[ISO 4210 is not applicable to scooters. See our attachments to #10 for equivalent certifications, including certification for ANSI/CAN/UL 2272.]

12. IF OPERATING ELECTRIC-ASSIST UNITS, CERTIFICATION FROM A QUALIFIED INDEPENDENT TESTING LABORATORY THAT THE MAKE AND MODEL OF ELECTRIC BICYCLES AND SCOOTERS USED EMPLOY AN ELECTRIC MOTOR OF LESS THAN 750 WATTS (1 HP), WHOSE MAXIMUM SPEED ON A PAVED LEVEL SURFACE, WHEN POWERED SOLELY BY SUCH A MOTOR WHILE RIDDEN BY AN OPERATOR WHO WEIGHS 170 POUNDS, IS LESS THAN 20 MPH.



Descriptive Report and Test Results

MASTER CONTRACT: 267218

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Notes:

1. The electrical systems for Self-Balancing Scooter, model M365 has been evaluated for electric shock and fire hazards only, and consist of the battery pack, electrical controls, motor, lighting, other electrical components and circuits, and the charger. The physical hazards that may be associated with the use of personal e-mobility devices has not been conducted by CSA.
2. Products covered by this report are under CSA conformity testing program. Refer to section Component special pick up.

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1st Floor, Building 4, Qilai Industrial City, 889 Yishan Road, Shanghai, 200233 China
Telephone: (86)21.33688282 Fax: (86)21.3368122 www.csagroup.org



City of Austin

Austin Transportation Department, Mobility Services
1111 Rio Grande Street, Austin, Texas 78701

CITY WIDE LICENSE TERMS AND CONDITIONS

1. INTRODUCTION

1.1 **Agreement:** These Terms and Conditions are made in conjunction with the Director's Rules and any other agreement between the Licensee and the City of Austin. Together, these documents record our agreement in relation to the use of City of Austin right of way.

1.2 **Priority:** If there is any inconsistency between these Terms and Conditions and/or any other agreements, the Terms and Conditions shall prevail in that order, over the Rules.

2. INSURANCE REQUIREMENTS

2.1 Business Automobile Liability Insurance with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage for all owned, non-owned and hired vehicles.

The policy shall contain the following endorsements:

A. Waiver of Subrogation in favor of the City of Austin, endorsement CA 0444, or equivalent coverage

B. 30 day Notice of Cancellation in favor of the City of Austin, endorsement CA 0244, or equivalent coverage

C. City of Austin listed as additional Insured, endorsement CA 2048, or equivalent coverage

2.2 Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:

Products and Completed Operations with a minimum limit of \$500,000

Explosion, Collapse, and Underground (XCU) coverage

Independent Contractors coverage

2.3 The policy shall be endorsed and certificates shall reflect the following:

City of Austin listed as additional insured, Endorsement CG 2010 or equivalent.

A. Waiver of Subrogation in favor of the City of Austin, Endorsement CG 2404 or equivalent.

B. 30 day Notice of Cancellation in favor of the City of Austin, Endorsement CG 0205 or equivalent.

2.4 Certificate Holder and ALL ENDORSEMENTS naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, shall indicate:

City of Austin, ATTN: Mobility Services

P.O. Box 1088

Austin, Texas 78767

2.5 The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable. If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance. If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR. The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

3. LICENSE PAYMENT

3.1 Initial Payment: Prior to issuance of license(s), the applicant shall pay the appropriate non-refundable fees, as established by ordinance.

3.2 Per Unit Fee: The licensee shall pay a fee per unit.

4. LICENSE TERM

4.1 Initial Term: From the date of issuance, the license shall be valid for no longer than six (6) months.

4.2 Renewal: Upon expiration of the Initial Term, the License will automatically renew for six (6) months with the same terms and conditions, upon payment of applicable fees, unless either the City or Licensee chooses not to renew. If the City chooses not to renew this Agreement, the City shall notify the Licensee of non-renewal at least two (2) weeks prior to the expiration of the then-current term. If the Licensee chooses not to renew this Agreement, the Licensee shall notify the City of non-renewal at least two (2) weeks prior to the expiration of the then-current term.

4.3. Termination for Cause by City: The City may terminate a license, based on the Licensee's inability to cure such defaults listed below. The City's right to terminate this Agreement for

Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

- A. Failure of the Licensee to comply with any requirement in City Code or Rules.
- B. Licensee becomes insolvent;

4.4. Termination by Licensee: The licensee may terminate a license at any given time, by providing the City a minimum of a two (2) week notice. Upon termination, the licensee shall inform their customers of the change and remove the units within ten (10) business days.

5. LICENSE REVOCATION

5.1 Initial Term: From the date of issuance, the license shall be valid for no longer than six (6) months.

6. LICENSEE DEBT

Licensee shall comply with the City Code and Director Rules, as amended from time to time. If the City becomes aware that the Licensee owes any money to the City or any related entity for Ad Valorem Taxes on real or personal property located within the boundaries of the City ("Debt"), it shall notify Licensee in writing. If Licensee does not pay the debt within thirty (30) days of such notification, the Director reserves the right to terminate the license.

7. EXCLUSION

This Program does not regulate or authorize operation at the Austin Bergstrom International Airport (ABIA). Such operation shall be with the approval of the ABIA Director and under such terms and conditions as the ABIA Director shall prescribe, including assessment of a fee.

8. NO RECOURSE

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this license or after such date, for any claim based upon this agreement.

9. NO JOINT VENTURE, PARTNERSHIP, AGENCY

Nothing in this license will be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

10. NO PRIVATE RIGHTS

Nothing in this license will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this agreement shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

11. MISCELLANEOUS PROVISIONS

11.1 This agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Program, or after the term of this Program, shall have any legal force or effect unless properly executed in writing by the parties.

11.2 This Program is made, and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Program shall lie in the City of Austin, Travis County, Texas.

11.3 Regardless of the actual drafter of this agreement, this agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

11.4 All official communications and notices required to be made under this Program shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.

11.5 The Parties bind themselves and their successors in interest, assigns and legals to this Program.

12. INDEMNITY

Spin SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY Spin , ITS OFFICERS, AGENTS, EMPLOYEES, Spin 'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS, (Spin PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE Spin PARTIES IN THIS AGREEMENT OR IN Spin 'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE Spin PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. Spin 'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Spin written notice of a Claim asserted against an Indemnified Party. Spin shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Spin of any obligations in this agreement. In no event may Spin admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Spin 's obligations under this Article. Spin shall require all subcontractors to indemnify City as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

I DECLARE THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND THAT I HAVE READ THE CITY OF AUSTIN CODE SECTION 14-9-1 THROUGH 14-9-23, AND I UNDERSTAND ALL CONDITIONS OF THIS APPLICATION AS SET FORTH HEREIN AND THE CITY CODE.

Luke Pettyjohn, Partnerships Lead - Central Region

PRINT NAME AND TITLE

SIGNATURE OF APPLICANT
(MUST SIGN IN THE PRESENCE OF NOTARY)

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND CORRECT.

SWORN TO ME ON THIS, THE _____ DAY OF _____, 20____

STATE OF TEXAS, TRAVIS COUNTY NOTARY PUBLIC SIGNATURE

Serial Number

[REDACTED]